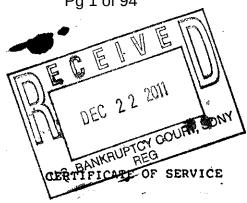
09-50026-mg Doc 11270 Filed 12/22/11 Entered 12/27/11 13:22:29 Main Document Pg 1 of 94



Case Name: Retitioner

Case No.: 10-2-25699-7

IMPORTANT: 2 copies of this brief and any attachments must be sent to ALL parties in this case. Please list below the names and addresses of the parties who were sent a copy of your brief and the dates on which they were served. Be sure to sign the statement below.

I certify that a copy of this brief and any attachments was served, either in person or by mail, on the persons listed below.

Clinton Milullit

Notary NOT required placed in the mail on 12-20 -11

Date Served Address 1. Le hairman of the Board P.O. Sof 33172 - 12-20-11 I the marrian of the Board (, 0,000 351 1/2 12-10-11

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2. United States Barkerlyptery bourt belefunder Hamilton cot-1408

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Insurance learnysany, 80. Bot 542010 omaka, 68154-8010 6. Breanna Benfieldt sewid R Berz MLC 1308-I Dreet NW b. Suite 900, mashington Selb 20005; Jone 8.

Honorable Judge: Hollis Hill

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING AT MALENG REGIONAL JUSTICE CENTER LOCATED IN THE CITY OF KENT

CLINTON M. TULLIS & MARGARET L. TULLIS

Case No. 10-2-25699-7 KNT

**Petitioners** Campbell Insurance Agency to pay Petitioner

General Motors Corporation and Cornforth Campbell Insurance Agency to pay \$82,000,000.00

- 1. LAW FIRM OF WEIL, GOTSHAL & MANGES LLP
- & Brianna Benfield with David R. Berz MLC
- 2. General Motors Corporation
- 3. Universal Underwriters Insurance Company

Criminal act of wrongfully demanding Petitioners to close their case or be placed in Jail because Of GMC Bankruptcy & must pay \$5,000,000.oo Insured Liability to Cornforth Campbell: 2003 to 2011

Respondents

- (1). .Petitioners mail to be Delivered to the Office of the Clerk of the United States Bankruptcy Court, in the Southern District of New York at Alexander Hamilton Custom House, One Bowling Green, New York, New York10004-1408. The Clerk is to deliver to Honorable United States Bankruptcy Judge: Robert E. Gerber.
- (2). Zurich: Universal Underwriters Insurance Company of Rancho Cordova Claims Office Executive, at Omaha Nebraska 68154-8010 of whom should forward the details to Mary Moto Insurance Co.if owner.
- (3).. General Motors Corporation Headquarters Chief Executive: Post Office Box 33172 Detroit ,Mi.
- (4) Weil, Gotshal & Manges Defendants/Respondents: Plaintiffs reply to their miscalculated contempt of which Plaintiffs/Petitioners had resolved this case from Crimes committed by General Motors and Agency of Cornforth-Campbell and the same errors are now accompanying Weil, Gotshal and Manges. Those Rules are very definite of disallowing Bankruptcy from General Motors Corporation and or Cornforth-Campbell. Plaintiffs/Petitioners are educated to Respondents Case and Bankruptcy Procedure. I read and study the Washington State and Local Court Rules and the Federal Court Rules and Constitutional Laws.

P-1-0f-6

Copy mailed to field & slaved Borg MLS

Clinton M. and Margaret L. Tullis Pr0Se 16300-184<sup>th</sup> ave S.E. Renton, WA 98058-0903

- (5). You bring into fact of commencing trial in Pierce County. The Court was very sloppy and evidently knew the family's involved. That is their problem. I don't meddle with a biased idiot in a Judges seat The Pierce County Property Records Center has been approached many times since Plaintiff joined the List of Realtors in 1967 and the Pierce County Phone Directory shows the present population names consist mostly from Campbell, containing about one/half of the North Pierce County Population. including the city of Tacoma.
- (6)My Change to my home area in King County is very practicable including a ten year or even more if needed of statute of Limitations for suffering the never ending Physical results of Cornforth Campbell Indignity
- (7).. By the way; The Pierce County Records and the North County Records Show that the name of Campbell, Whom was the first settlers in the 19<sup>th</sup> century have the telephone book at about one/half with the name of Campbell and I surmise that many of their siblings have married to parties with other names. (The name of Cornforth may be attributed to that conclusion., This most likely contributed to the Female Judge to procrastinate with the Plaintiffs./Petitioners. She was supposed to see us at eight AM on the day of our so-called hearing to give us the Hearing Devices essential for me which was a bust.
- She was supposed to personally have the Hearing device in her Court-Room prior to any parties seating. (7a). That morning, Plaintiffs arrived and requested the hearing devises at the Clerks office. Petitioners needed Hearing Aids and was told that the judge was supposed to get them from a small room on the Main level by 8:30 AM and she didn"t show up until about Eight-Thirty Five
- (8). She then had Petitioners stand at the small room front window or door that surprisingly, did not appear as open, and of which we were informed that the Hearing assist equipment was at the back of the room and we were to wait until she came right back with it. We waited for about one-half hour. She then had us follow her upstairs to her Court.
- (9). She threw us completely off guard when we entered the room and found six people waiting for us. The judge and the opponents appeared to already have performed their conclusion and pounded it right down our throats.
- (10) We did not have a chance to survive the ordeal. It was planned. Other attempts for continuance and a common Trial was not allowed under any and all circumstances. The trial was not necessary in Pierce

County as the Wreck of Plaintiffs accident was in the Lewis County Lying to the South of Pierce County and Plaintiffs had won that Decision at the City of Chehalis Court considerations of The Wreckage.

- (11). We live in the South end of King County and this case merits that we do not have to adhere to a Court in any other County, and the Case is a Criminal and Injury Case that Statute of Limitations allows 10 years or more if needed to fight it out.
- (12)..The Crimes committed to the Never Ending Injuries of Petitioners/Plaintiffs are a continuing fact and hopefully will survive the worse of tests being appointed every month by different categories of Doctors. Each appointment has been essential and has kept me from four to Eight Hours considering traveling time to and from and wait on other injured or professional parties in the operating rooms or taking cat scans of whuch I have to again face on December 20, 2011 and maybe even longer because of other patients injured/, or other medical professional parties may be swamped
- (13). For instance: Plaintiff is to get another Scan at 12 pm on December 20<sup>th</sup> and to see the Doctor at one pm the same day. Plaintiff was to see an eye Clinic Doctor at 9AM, December 13<sup>th</sup>... I didn't get home until 4/50 PM.
- (14).I Clinton have continually needed medical attention ever since our road accident, not our fault.
- (15). I have been a Professional Man since 1967 and a Member of AMOJ until recently, from where I received a lot of information from The Top Judges of the United States; whether just retired or renaming in Federal Court.
- (16) Much of my contact was with Judges that also scowled at the abuse by the Legal system.

  I have hired an Attorney to collect money owed to me and know they lied when they declared the Real Estate Broker had been consulted and informed him that they were going to take bankruptcy and had only offered to pay me \$1800.00 Dollars and if I accepted the offer, I would come out better and he would only charge me \$400.00. I accepted it and several years later, found that they had paid the Attorney friend of mine the full \$18,000.00. This is how most, or at least many of them work.
- (17). I plan on hiring a Student of Law to work on some Unjust Enrichments and I plan on acommadating as soon as this Trial is perfected and the injury's properly paid for. Yes, I do know of a local Federal Judge Whom sold us to a newly graduated Attorney that could not believe his negative decision.
- (18) On returning from an Oregon Coast Camp Out for one week after visiting relatives in Idaho, Eastern

Oregon, and Colorado after going to a Grand Daughters Graduation from Eastern Washington at Spokane Gonzaga University. We have not been able to go to see any of them since our mistake of Purchasing a GMC Suburban from Cornforth Campbell Perjury.

- (19) In the State of Washington, The GMC Bankruptcy Case positively does not affect Plaintiffs/
  Petitioners. The Bankruptcy does not affect those Parties that have suffered from Criminal Committed
  Injury's; and that was proven for Cornforth Campbell Agency of General Motors Corporation assistance
  with procuring Vehicles and Advertising of GMC Mr. Good Wrench as part of the conglomeration.
- (20). I have noticed that GMC has changed its signs in this area and I believe they will all be changed to better comply with more honest attention than was used by Cornforth Campbell and can not be forgiven by the injured.
- (21) Weil, Gotshal and Manges were the apparent leader to the younger Persons in the handling of the General Motors Company Bankruptcy and pressing them to frighten Petitioners. We do not intend to squabble with them, and you of Weil, Gotshal and Manges at the present are welcome to discus the amount to be placed on Contract of Financial Penalty to be accepted to resolve your part of the case and will need some excellent history of your past and capability of paying for your insults either in immediate cash or a definite Legal approved Long term Contract Signed by each of your Firm and each to adhere to the responsibility. Yesl have been a Real Estate Broker since 1969. I am soon to become 87 years old and may renew my license for another couple of years. I have trusted too many in the past and have paid the price even when customers needed a home for family:
- (22).I also worked as a Mechanic for many years and decided to change when one of our 55 mechanics Was close to 60 and looked out a shop window at some one visiting and parked a new car. He stated that some day, he was going to have a new car. Soon after that, I changed jobs and went into carpentering. And then stepped up to Real Estate in 1967 and became a Broker in 1969.
- (23) I have used my commission to help People purchase. I have helped family and have been severely creamed for trusting them to control the group purchase of high rated Commercial Property's and they kept my portion upon large sales. They are like any greedy; They think we are too old to need those assets. We will not complain but we will go South or East when they go North..
- (23). Until you look at yourself in a mirror and make a better determination for your monetary settlement,

You may be stuck with the former demand. This is better than I will do with General Motors of whom has already improved their manufacturing process from the information I gave them at the start. I only need to know How Much Insurance Premium did or does Cornforth Campbell Possess from the year of 2003 to 2011. I never knowingly started a Conflict, But I certainly have ended a few real Battles.

Sincerely, Clinton M. Tullis.

(24).Oh, by the Way: Do you own your own home, Where is it; What is it Worth; Thank You for comforting and informing me..

(25). I worked as a top mechanic in many fields of vehicles. Construction Equipment, Farming equipment etc. I am interested in talking to GMC; Chrysler and Ford for positive Simple improvements to sell their vehicles. We must keep our own citizens at work...

9260. I want to write a book on my life.(26) Yes; A Good Part of my life, I learned farming and beginning mechanical work until I was given notice to show up at the Washington Military Base in the following spring of World War 2. We were very poor and my dad was not in the best physical condition, so getting a homestead; after driving a horse up and down Grand dads Cornfields and other row crops in Nampa Idaho, In spare time, I watched Uncles working on their vehicles and I learned how they kept them rolling.

Learned when very young, that, you have to look ahead of and at every problem to help make the World.

A better place to live in. World Wide Attorney majorities have woven into Actions of DISGRACE.

There is many factions establishing groups to Politically eradicate Attorney Policies and bring Democracy Back to its original intent of enjoyable living. If you laugh at this statement; Then you have not gotten a good education, other than methods Of chiseling and Robbing of all categories of citizens. It has taken three hundred years to get the Attorney's in full control of Robbing the Public and citizens thereof. I predict it will not last another 100 years.

(26). Brianna Benfield and David R. Berg: You Attempted to Place me into a bad position when you ordered me to Drop my Case against General Motors Corporation. Even worse, I believed that you were affiants of Weil, Gotshal and Manges. in making that threat of placing me in jail. I knew it was a hoax as They cannot take Bankruptcy against a person that has rightfully declared Crimes involved by the Party Without paying for those Crimes. Weil, Gotshal; and Manges in anger for me hitting them for values declared for that useless accusation, have indicated it was your idea, just as well or without their intent.

I have placed them as debtors to me that owe me \$5,000,000.oo. In this event, I will change the values of the debt to one-half for each of you: meaning at \$2,500,000.oo each. Negotiating for a long term will cause the negotiation to cement. I believe the Grand Jury Trial will commence on 1-30-12 but do not have proof as yet. It may be earlier or later. I will keep you posted.

Sincerely Yours, Clinton M. Tullis 16300-184<sup>th</sup> ave. SE Renton, WA. 98058-0903 A.08.000 50026 mg. Dec 11270 Filed 12/22/11 Pg 8

A.00.020 Liability for conduct of another—Complicity or for another person for which he is legally accountable.

9A.08.030 Corporate and personal liability. (1) As used in this section:

(a) "Agent" means any director, officer, or employee of a corporation, or any other person who is authorized to act on behalf of the corporation;

(b) "Corporation" includes a joint stock association;

(c) "High managerial agent" means an officer or director of a corporation or any other agent in a position of comparable authority with respect to the formulation of corporate policy or the supervision in a managerial capacity of subordinate employees.

(2) A corporation is guilty of an offer, se when:

(a) The conduct constituting the offence consists of an omission to discharge a specific duty of performance imposed on corporations by law; or

(b) The conduct constituting the offenie is engaged in, authorized, solicited, requested, commanded, or tolerared by the board of directors or by a high managerial agent acting within the scope of his employment and on behalf of the corporation; or

(c) The conduct constituting the offense is engaged in by an agent of the corporation, other than a high managerial agent, while acting within the scope of his employment and in behalf of the corporation and (i) the offense is a gross misdemeanor or misdemeanor, or (ii) the offense is one defined by a statute which clearly indicates a legislative intent to impose such criminal liability on a corporation.

(3) A person is criminally liable for conduct constituting an offense which he performs or causes to be performed in the name of or on behalf of a comporation to the same extent as if such conduct were performed in his own name or behalf.

(4) Whenever a duty to act is imposed by law upon a corporation, any agent of the corporation who knows he has or shares primary responsibility for the discharge of the duty is criminally liable for a reckless or, if a high managerial agent, criminally negligent omission to perform the required act to the same extent as if the duty were by law imposed directly upon such agent.

(5) Every corporation, whether foreign or domestic, which shall violate any provision of RCW 9A.28.040, shall forfeit every right and franchise to do business in this state. The attorney general shall begin and conduct all actions and proceedings necessary to enforce the provisions of this subsection. [1975 1st ex.s. c 260 § 9A.08:030.]

CRIME a wrong that the government has determined is injurious to the public and that may therefore be prosecuted in a criminal proceeding. Crimes include felonies and misdemeanors. A common law crime was one declared to be an offense by the developed case law of the common law courts. Today all criminal offenses are exclusively statutory in nearly every American jurisdiction. See infamous crime.

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CRIMEN FALSI (kri-men fail-se) Lat.: a crime of deceit. In common law a crime involving falsehood and fraud. Having committed such a crime generally disqualified a person as a witness in a indicial proceeding. Examples of crimen falsi include forgery, perjury, subornation of perjury, suppression of testimony, conspiracy in the absence of a witness and fraudulent making or alteration of a document.

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GRIMINAL COERCION the common law offense of extortion has been broadened by modern statutes to encompass any person who, acting with purpose to restrict unlawfully another's freedom of action to his or her detriment, threatens to commit any criminal offense, accuse anyone of a criminal offense, expose any secret tending to subject any person to hatred, contempt, or ridicule, impair his or her credit or business repute, of threatens to take or withhold action as an official, or cause an official to take or withhold action. Common law extortion was limited to the contint collection of an unrawful fee by an officer acting under folor of office with no proof of threat, force, or duress required. If property is obtained as the result of criminal coercion, the conduct then constitutes theft by extortion since that form of theft encompasses today any conduct that is now proscribed by the criminal coercion statute.

NEGLIGENCE failure to exercise that degree of care which a person of ordinary prudence (a reasonable man [person]) would exercise under the same circumstances. The term refers to conduct which falls below the standard established by law for the protection of others against unreasonable risk of harm. It does not comprehend conduct recklessly disregardful of the interests of others. Restatement, Second, Torts \$382.

concurrent negligence the wrongful acts or omissions of two or more persons acting independently but causing the same injury. The independent actions do not have to occur at the same time, but must produce the same result. The actors are all responsible for paying the damages, and can usually be sued together in one lawsuit or individually in separate lawsuits.

CRIMINAL. CULPABLE NEGLI-GENCE such negligence as is necessary to incur criminal liability; in most jurisdictions, culpable (criminal) negligence is something more than the slight negligence necessary to support a civil action for damages. 133 N.Y.S. 2d 423, 427. Thus, culpable negligence, "under criminal law, is recklessness or carelessness resulting in injury or death, as imports a thoughtless disregard of consequences or a heedless indifference to the safety and rights of others." 85 S. E. 2d 327/. 32; see also Perkins & Boyce

circumstances. See id. \$283 Neghtent conduct may involve either a) an act that the actor as a reasonable man should recognize as involving an unreasonable risk of causing an invasion of an interest of another. For b) a failure to do an act necessary for the protection or assistance of another and which the actor is under a duty to perform. See id. \$284

present caso no. 10-2-25699-7

ACTUAL [COMPENSATORY; GENERAL] DAMAGES those damages directly referrable to the breach or tortious act; losses which can readily be proven to have been sustained, and for which the injured party should be compensated as a matter of right.

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compensation in excess of actual damages; a form of punishment to the wrongdoer and excess enhancement to the injured; nominal or actual damages must exist before exemplary damages will be found and then they will be awarded only in instances of malicious and willful misconduct

APTICLE III

Section 1. The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behavior, and shall, at stated Times, receive for their Services a Compensation, which shall not be diminished during their Continuance in Office.

in Office.

Section 2. [1] The judicial Power shall extend to all Cases. in Law and Equity, arising under this Congitution, the Laws of the United

in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been committed; but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed

P-1-0F-3

#### Cases

(Formerly 92k45) Municipal court should decide constitutional questions if they are raised. W.S.A. Const. Art. 7, §§ 2, 14; W.S.A. 755.045.

### [2] Criminal Law 110 €==88

110 Criminal Law

110VIII Jurisdiction

110k85 Courts Invested with Criminal Jurisdiction

110k88 k. Municipal and Other Local Courts. Most Cited Cases

(Formerly 92k45)

Once municipal court is created, its power is not that of administrative agency created by legislature, but rather is judicial power as part of unified court system, and, thus, municipal court has inherent authority to decide constitutionality of city ordinances. W.S.A. Const. Art. 7, 56 1 et seq., 2.

#### [3] Constitutional Law 92 C== 2450

92 Constitutional Law 92XX Separation of Powers 92XX(C) Judicial Powers and Functions 92XX(C)1 In General 92k2450 k. Nature and Scope in General. Most Cited Cases (Formerly 92k67)

### Judges 227 €==>24

227 Judges

227III Rights, Powers, Duties, and Liabilities 227k24 k. Judicial Powers and Functions in

scribed by Constitution, including determining constitutionality of legislation when legislation is chal-

or three tenes he amount of damages that a court or turn would normally find a party entian injured party for certain kinds of injuries pursuant to a status authorizing the double for treble recovery. See 6 Fed. Cas. 892 893. They are intended, in certain instances, as a kind of punishment for improper behavior. See XENDLARY (SUNITIVE) DANSO

from out his fi

EXEMPLARY [PUNITIVE] DAMAGES compensation in excess of actual damages; a form of punishment to the wrongdoer and excess enhancement to the injured; nominal or actual damages must exist before exemplary damages will be found and then they will he awarded only in instances of malicious and willful misconstill you have not proved your case against me." Courts are reluctant to grant a motion for a directed verdict. They usually feel that the jury should hear the defendant's case and render a verdict on the basis of all the evidence. Occasionally, however, the motion is granted and the case is dismissed.

If the defendant is denied his request for a directed verdict, he must is dismissed.

proceed to place his evidence before the jury. His witnesses are introduced one by one, examined, and turned over to the plaintiff's counsel for cross-examination.

In the examination of a witness either attorney may object to a question asked by the other attorney. The court will either overrule or sustain the objection. The party against whom the court rules usually takes exception to the court's ruling in order to preserve the objection in case of an ap-

ARGUMENTS TO THE IURY. After all of the evidence is in, the ditiorners for the plaintiff and the defendant argue the ease before the jury hach side is allowed the same amount of time. The accorder for the plaintiff "opens" and "closes" the arguments. Attorneys must confine their argument to the evidence in

INSTRUCTIONS TO THE JURY. As soon as the arguments of counsel are concluded, the judge instructs or charges the jury on the law applicable to the case.

VERDICY. The jury then retires to consider its verdict. In a cilminal case a verdict of guilty must be unanimous. In civil cases, in most states, nine of the twelve jurors may render a verdict. After reaching a verdict the jurors return to the court room, and in the presence of the judge, the parties, and their attorneys, the foreman reads the verdict. Upon the request of either party the jury may be polled; that is, each juror may be separately asked whether this is his verdict.

General Most Cited Cases

JUDGMENT. On the basis of the verdiet the judge renders his judgment.

Judicial oath taken by municipal judge obligates. The wording of the judgment is important. Consequently, the judge may avail himself of the services of the attorneys in its preparation.

Occasionally the attorney for the losing party files a motion with the lenged on that basis, but judicial power comes not scourt for a judgment non obstante veredicto (notwithstanding the verthe evidence in the ease the verdict was obviously for the wrong party. the evidence in the case the verdict was obviously for the wrong party.

It will be noted that a motion for a directed verdict resembles a denyurrer in im. portant respects. In some jurisdictions, indeed, such a procedural move is called a tennarrer to the evidence, a term handed down from the early common law, in other urisdictions it is called a motion to exclude the evidence from the jury or a nonsuit.

DAMAGE see injury; irreparable DUE DATE since fixed for payment injury [Daimage, Harm]. of debt, tex. etc.

DAMAGES monotary compensation which the law awards to one who has been injured by the action of of another; recompense for a legal wrong such as a breach of contract or a tortious act. There are prious measures used for calculating daments used for calculating daments. ages, including diminution in value, and cost of completion. Compare specific performance.

ACTUAL [COMPENSATORY; GENER-AL) DAMAGES those damages directly referrable to the breach or tortious act; losses which can readily be proven to have been sustained, and for which the injured party should be compensated as a matter of right.

PERJURY criminal offense of making false statements under oath or affirmation; at common law, only Ta willful and corrupt sworn statement made without sincere belief in its truth, and made in a judicial proceeding regarding a material matter, was perjury. Today, statutes have broadened the offense so that in some jurisdictions any false swearing in a legal instrument or legal setting is perjury, even if it is not material and even though it is not presented in a judicial proceeding. See Perkins & Boyce, Criminal Law 511 (3d ed. 1982); Model Penal Code \$241.1. See also subornation/ of perimy,

P-243

09-50026-mg Doc 11270 Filed 12/22/11 Entered 12/27/11 13:22:29 Pg 10 of 94 13. We Trusted The Sales Agent and Office Personnel and their contracts or we would not have Purchased the Vehicle. ች: "Management had no intent to adhere to their signed agreements." 5. A recent acquired Washington State Commitment of Law states. There is no limitation on litigation awards to an injured party.

6. This is qualified as to AID AND ABET: To actively, knowingly, or purposely facilitate or assist another individual in the attempted or attempted commission of a crime. [7.Aiding and abetting is characterized by Affirmative Criminal Conduct and is not established as a result of omissions or negative acquisance. 24 A 2d 85, 87.

18. Compare Accessory: One who Aids or contributes in a secondary way or assists in or contributes to crime as subordinate. See 216 So. 2d 829, 831, The failure to report the commission of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or Avoiding Apprehension for Crime. (Apprehension: To seize, to arrest, to understand, to fear, filled with dread, suspicious). Complicity mens rea" Accomplice; Liability is shared. Common "Mens rea": and Criminal Purpose is shared between Agent and Principal: See 233 P 2d 347. 21.(a).Intent: A person acts with intent or intentionally when he acts with the objective or purpose to accomplish a result which constitutes a crime (b) Knowledge: A person knows of acts knowingly or with knowledge when: (1) he is aware of a fact, facts, or circumstances or results described by a statute defining an offense: (2) or he has information which would lead a reasonable man in the same situation to believe that facts exist which facts are described by a statute defining an offense. (c) Recklessness: A person is reckless or acts recklessly when he knows of or disregards a substantial risk that a wrongful act may occur and his disregard of such a substantial risk is a gross deviation from conduct that a reasonable man would exercise in the same situation. 22. Criminal Negligence: (a) A person is criminally negligent or acts with criminal negligence when he fails to be aware of a substantial risk that a wrongful act may occur and his failure to be aware of such substantial risk constitutes a gross deviation from the standard of care that a reasonable man would exercise in the same situation. (b) Substitute for Criminal Negligence: (1). Recklessness and Knowledge. When a statute provides that criminal negligence suffices to establish an element of an offense (2). Such element also is established if a person acts intentionally, knowingly, or recklessly. When recklessness suffices to establish an element; (3) Such element also is established when a person acts intentionally or knowingly. (4) When acting knowingly suffices to establish an element, such element also establishes if a person acts intentionally. Chapter RCW:9A.08.020; which advocates the Liability for Conduct of another: Complicity. (a). A person is guilty of a Crime if it is committed by the conduct of another person for which he is de legally accountable. (b) Allows eix years for Statute of Limitations - 6 24. Chapter RCW:9A.04.100. (a). This also applies to Agency and Corporations. The Corporation is also held or shares num responsibility for Agents Acts (b). Allows Ten years for Statute of Limitations. 25. Letter to Cornforth Campbell on June 16, 2003; This letter was hand written and done in haste after returning home from one of the four visits to Cornforth Campbell to get them to correct mechanical problems discovered and getting nothing but rhetoric from their representatives for an answer. (a). The engine in a six mile run from East of Kent to Maple Valley Heights (pulling a 7,000 pound trailer); ran the water temperature to 280 degrees. (2). then the water jacket reinstalled and filled with water (1). I want the fan belt and the thermostat removed;

P-343

Dear Clinton, ×

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We are proud to announce we have repaid our government loan – in full, with interest, five years ahead of the original schedule. We realize we still have more to do. Our goal is to exceed every expectation you've set for us. We're designing, building and selling the best cars and trucks in the world. Like the award-winning Chevy Malibu, the all-new Buick LaCrosse, the versatile Cadillac CTS Sport Wagon and the innovative GMC Terrain, just to name a few. We invite you to learn more about the new GM and join our community, by

×

Susan E. Docherty Vice President, U.S. Marketing

General Motors Company

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To view our privacy statement, click here. We cannot reply to all responses to this e-mail.

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for Bankrystey & out Judge Honorable Robert E. Herber

09-50026-	Juno e-mail printed Thu, 10 Apr 2008 18:11:28, page 1 of 2  This is a struct from Le leuto  Jot Competitive of injury 8 lase of 1 from Pictor Wassers went with my your web browser it o ensure the commercial e-mails, please add GM_Fleet_and_Commercial@email.generalmotors.    X	n m. Kulling Laure Transfer The Transfer The your GM Fleet and	2 ly Sarels
:	Dear Clinton:  For commercial applications that demand GVWRs up to 14,200 lbs,* the new Chevy Express and GMC Savana 4500 Cutaways are the go-to cutaway vans for heavy duty jobs.  The Express and Savana offer greater towing and RV adaptation! with their best-in-class available 9,050 lbs\(^2\) payload,* 20,000 lbs GCWR, and 6.0L gas V8 Improvements to their body structure inclinde added spot welds, structural adhesives, and increased metal gauge trickness to meet the requirements for demanding duty cycles.  Check out the Chevy Express 4500 Cutaway and GMC Savana 4500 Cutakay.  IX	×I GO TO GMFLEET.COM  ×I VEHICLE SHOWROOM  ×I CURRENT OFFERS  This was confirmed the summon from places  I way >>>	complaint

CONTACT US

If you have questions regarding GM's products or services, click here for contact information.

# CERTIFICATE OF SERVICE

Case Name:	Petitioners	v.	Respondent(s)	
Case No.:	10-2-25699-7 R	:NT		

IMPORTANT: Copies of this brief and any attachments must be sent to ALL parties in this case. Please list below the names and the dates on which they were sent a copy of your brief and statement below.

I certify that a copy of this brief and any attachments was served, either in person or by mail, on the persons listed below.

Signature Notary NOT required

- (1).Petitioners mail to be Delivered to the Office of the Clerk of the United States Bankruptcy Court, in the Southern District of New York at Alexander Hamilton Custom House, One Bowling Green, New York, New York10004-1408.The Clerk is to deliver to Honorable United States Bankruptcy Judge: Robert E. Gerber.
- (2). Zurich: Universal Underwriters Insurance Company of Rancho Cordova Claims Office Executive, at Omaha Nebraska 68154-8010.
- (3). General Motors Corporation Headquarters Chief Executive. Post Office Box 33172 Detroit, Mi.

TELS. GOVERNMENT PRINTING OFFICE: 1000 SES-ESUMME

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26 27 Honorable United States Bankruptcy Court Judge

**ROBERT E. GERBER** 

**Honorable King County Washington State Judge** 

Hollis Hill

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING AT MALENG REGIONAL JUSTICE CENTER LOCATED IN THE CITY OF KENT

CLINTON M. and MARGARET L. TULLIS And The Palimony Relationship Thereof

Case No.10- 2-25699-7 KNT

#### **Petitioners**

No. 1. General Motors Corporation in Complicity No. 2. Universal Underwrites Insurance Company

No., 3. Law Firm of Weil, Gotshal and Manges

Motion for Order re: Never Ending Damages to Petitioners Penalties: Nos. 1 & 2 \$82,000,000.00

No.3. ----\$ 5,000,000,00

# Respondents

- 1. I am now planning on correcting what appears as a large criminal Agency that has been spreading and collecting Insurance on a Policy that is not on an honest list.

  2. The GMC judge of the Federal Court and the Judge of king County Court I am presently involved with, may enjoy and spread their wings for a cure. I will help all I can.

  The Defendants (Cornforth Campbell) Long Term Insured, Hopefully tmay be entirely by the Insurance Company of: Universal Underwriters Insurance Company: Post Office Box 542010, Omaha Nebraska 68154-8010 Insured inclusively commencing 2003 through 2011. to contact Rancho Cordova Claims Office: Telephone Number= 916-859-2470: FAX No. 402-963-5011:

  Or: zdm.Claims@ zurichna.com: As preference and follow up on their Admissions of Contracts during tenure of Cornforth Campbell and General Motors Inc. has shared total debt responsibility 3. I plan to assist but am occasionally, surprisingly blinding out, which at times cripples my productivity of which is what is happening now. I will have to hang up for at least an hour.

  4. The several Doctors that have conditional control of my anatomy have prescribed potent drugs beneficial to various parts of my anatomy and they do bother memory, perturbing me; and relaxing of some short time challenges.

  5. I will be capable of facing a 12 person Jury and look forward to working with the Judges to
- 5. I will be capable of facing a 12 person Jury and look forward to working with the Judges to augment a very essentially necessary new look at the potent Dangerous Automobile Industry That has about 75 to 90 percent control over Automobile Owners and closer to One Hundred Percent of Injuries and Deaths caused by Auto Factories and Dealers Deadly Short-Cuts. This Corruption results, Points to possibility's to you and me Every Day: Period.
- 6. The proper effects of our Trial dated for 1/9/12 has already changed some by oversight and demand at the Assembly Lines at General Motors by "Chief Rick Waggoner" upon receipt of Petitioners First Brief; Rick ordered the Assembly Lines to Increase GMC Frame And Steering Size and Strength, plus more welding and Steering and Frames connections.

- 7. Mr. Waggoner was the first Executive Fired off GMC Calendar. One Wonders Why. The Pick-ups and Trucks are much stronger; but are the Passenger Cars. I would like an answer and may get one from a new owner of a Renton GMC Dealership. He may get fired from GMC, but I doubt it. He may investigate the facts and if they are strengthened, They will certainly make a grand advertiser.
- 8. I Plan on sending GMC a copy of this Brief, exploiting this trustworthy factor and hope.
- 9. The United States Court Clerk Should send the Universal Underwriters Insurance Company if Possible, a demand for copies of their Insurance Policy's agreements with Cornforth Campbell of Puyallup, Washington.
- 10. The only Cornforth Campbell business that seemingly prevails is a Large Flashy, Wreck Repair Building located on East second Street in Puyallup, Washington..
- 11. There is a Large New Service Station appearing like a Truck Stop at the original Location of their former, Large GMC Automobile Agency.
- 12. I will soon have time to Go to City of Tacoma, To their new County Records Department and obtain the ownership and other data such as a sale or just a change. Cornforth-Campbell has no outside references that I could detect in passing by.
- 13. The Pierce County Telephone Book is like looking at a Dead Horse.

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- 14. The city of Tacoma is rapidly changing and looks like it is cleaning up as well as expanding.
- 15. The Pierce County Records Building has considerably expanded and is readily available. It used to look like Cowboys were wearing Boots and any need of properties had to first clear the mud and then you might find someone that would drag out a series of maps to research for location, planned usage and difficulties endured for construction permits. The changes in the area was absolutely astonishing.

Sincerely,

CLINTON M. TULLIS

le linton m. Tullis

Phone: 425-226-7399 16300-184th S.E. Renton, WA 98058-0903

Honorable Judge: Hollis Hill

. I Clinton M. Tullis am the Author and Owner. Someone assisting me sometime ago must have set this up

Case No. 10-2-25699,7 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING AT MALENG REGIONAL JUSTICE CENTER LOCATED IN THE CITY OF KENT

CLINTON M. TULLIS & MARGARET L. TULLIS

No. 10-2-25699-7 KNT

**Petitioners** 

LAW FIRM OF WEIL, GOTSHAL & MANGES

### Respondents

- (1). Petitioners mail to be Delivered to the Office of the Clerk of the United States Bankruptcy Court, in the Southern District of New York at Alexander Hamilton Custom House, One Bowling Green, New York, New York10004-1408. The Clerk is to deliver to Honorable United States Bankruptcy Judge: Robert E. Gerber. (2). Zurich: Universal Underwriters Insurance Company of Rancho Cordova Claims Office Executive, at Omaha Nebraska 68154-8010.
- (3). General Motors Corporation Headquarters Chief Executive: Post Office Box 33172 Detroit, Mi. 482325772.
- (4) Weil, Gotshal & Manges Defendants/Respondents: Plaintiffs reply to their miscalculated contempt of which Plaintiffs/Petitioners had resolved this case from Crimes committed by General Motors and Agency of Cornforth-Campbell and the same errors are now accompanying Weil, Gotshal and Manges. Those Rules are very definite of disallowing Bankruptcy from General Motors Corporation and or Cornforth-Campbell. Plaintiffs/Petitioners are educated to Respondents Case and Bankruptcy Procedure. I read and study the Washington State and Local Court Rules and the Federal Court Rules and Constitutional Laws. (5). You bring into fact of commencing trial in Pierce County. The Court was very sloppy and evidently knew the family's involved. That is their problem. I don't meddle with a biased idiot in a Judges seat The Pierce County Property Records Center has been approached many times since Plaintiff joined the List of Realtors in 1967 and the Pierce County Phone Directory shows the present population names consist of Cornforth or Campbell, containing about one/half of the North Pierce County Population, including the city of Tacoma. My Change to my home area in King County is very practicable including a ten year or even more if needed of statute of Limitations for suffering the never ending Physical results of Cornforth Campbell Indignity. By the way; The Pierce County Records and the North County Records Showthat the name of Campbell, Whom was the first settlers in the 19<sup>th</sup> century have the telephone book at about one/half with the name of Campbell and I surmise that many of their siblings have married to parties with other names. The name of Cornforth may be attributed to that conclusion., This most likely contributed to the Female Judge to procrastinate with the Plaintiffs./Petitioners. She was supposed to see us at eight AM on the day of our so-called hearing which was a bust. She was supposed to ge Petitioners their needed Hearing Ads on the Main level and she didn"t show up until after Eight-Forty Five. She then had Petitioners stand at the small room door of which had the Hearing assist equipment. She then had us follow her upstairs to her Court. She threw us completely off guard when we entered the room and found six people waiting for us. The judge and the opponents appeared to already have performed their conclusion and pounded it right down our throats. We did not have a chance to survive the ordeal. It was

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planned. Other attempts for continuance and a common Trial was not allowed under any and all circumstances. The trial was not necessary in Pierce County as the Wreck of Plaintiffs accident was in the County Lying to the South of Pierce County and Plaintiffs had won that Decision at the City of Chehalis Court considerations of The Wreckage.

We live in the South end of King County and this case merits that we do not have to adhere to a Court in any other County, and the Case is a Criminal and Injury Case that Statute of Limitations allows 10 years

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The Crimes committed to the Never Ending Injuries of Petitioners/Plaintiffs are a continuing fact and will survive the best of tests.

The GMC Bankruptcy Case positively does not affect Plaintiffs/Petitioners. The Bankruptcy does not affect those Parties that have suffered from Criminal Committed Injury's; and that was proven for Comforth Campbell Agency of General Motors Corporation assistance with procuring Vehicles and Advertising of GMC Mr. Good Wrench as part of the conglomeration. The methods used by Comforth Campbell can not be forgiven by the injured.

(6) Weil, Gotshal and Manges were the apparent leader to the younger Persons in the handling of the General Motors Company Bankruptcy and pressing them to frighten Petitioners. We do not intend to squabble with them, and you of Weil, Gotshal and Manges at the present are welcome to discus the amount of Financial Penalty to be accepted to resolve your part of the case.

Until you look at yourself in a mirror and make a better determination for your monetary settlement, You may be stuck with the former demand. This is better than I will do with General Motors of whom has already improved their manufacturing process from the information I gave them at the start. I only need to know How Much Insurance Premium did or does Cornforth Campbell Possess from the year of 2003 to date. I never knowingly started a Conflict, But I certainly have ended a few real Battles. Sincerely, Clinton M. Tullis. Oh, by the Way: Do you own your own home, Where is it What is it Worth. Thank You for

Sincerely: Clinton M. Tullis appears to me that you had ordered the Branna Benfield & David R Beng to order me to Buch off of me le Bankruptey se you se le nesponsible of failure of amounts to. My case comes from exercisal motor of agents of komport leampbell committees several le riminal ex commer a consider as or of commission of realist up & consider to institute mission of call of Bankruptey. De is call include Branner and So avid but if you asked them to attempt , but if you are equally so Clinton M. and Margaret L. Tullis ProSe 16300-184 ave. S.E. Renton, WA 98058-0903 Phone & Fax: 425-226-7399 or ph. 206-713-4950

Portion of Judges Final Papers For Trial: Not for Clerk Justifiable Information to be passed to the Jury of twelve.

Criminal [or culpable] Negligence: Such negligence as is necessary to incur criminal liability. In most Jurisdictions, culpable negligence is more then the ordinary negligence necessary to support a civil action for damages. Thus culpable negligence is a reckless disregard of consequences or a heedless indifference to the personal safety of others.

Those reckless Agents and Agencies bent on General Motors production and protection, used GMC Power to run amuck with their backing and performed incidents, damage and wealth from GMC Power carried on by Mr. Good-Wrench, Nation Wide. Federal # 31-4.3: Concurring Negligence LR # 55: Page 564: Default and Judgment.

NEGLIGENCE PER SE negligence as a matter of law; an act or omission recognized as negligent either because it is contrary to the requirements of law or because it is so opposed to the dictates of common prudence that one could say without doubt that no careful person would have committed the act or omission. While negligence ordinarily must be found by the trief of fact (see fact finder) from the facts and circumstances disclosed by the evidence, negligence per se arises from a violation of a specific requirement of law or ordinance, the only fact is determination by the trief of fact being the omission or commission of the specific act prohibited or required.

Breach of Legal Duty and is Negligence and is the essence of most actions in Tort.

INJURY wrong or damage done to another, either in his or her person, rights, reputation or property. LEGAL INJURY is any damage that results from a violation of a legal right and that the law will recognize as deserving of redress. Compare damnum absque injuria; depreciation; fault. See also relief; remedy.

This Case is a Criminal & Civil Case and will be Performed as such throughout the oncoming Trial. It has been treated as such as meant to be in all previous Briefs.

COMPLAINT AND CAUSE OF ACTION

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09-50026-mg Doc 11270 Filed 12/22/11 Entered 12/27/11 13:22:29 Main Document Juno e-mail printed Thu, 29 Apr 2010 17:51:58, page 1 of 1 Dear Clinton, × We are proud to announce we have repaid our government loan - in full, with interest, five years ahead of the original schedule. We realize we still have more to do. Our goal is to exceed every expectation you've set for us. We're designing, building and selling the best cars and trucks in the world. Like the award-winning Chevy Malibu, the all-new Buick LaCrosse, the versatile Cadillac CTS Sport Wagon and the innovative GMC Terrain, just to name a few. We invite you to learn more about the new GM and join our community, by × Susan E. Docherty Vice President, U.S. Marketing General Motors Company This is an e-mail advertisement. If you prefer not to receive any unsolicited marketing e-mails regarding GM products and services, please click here. To view our privacy statement, click here. We cannot reply to all responses to this e-mail ©2010 General Motors | 100 Renaissance Center | 482.000 MAR | Detroit MI 48265

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	Dear Clinton:
	the new Chevy Expressions that demand GVWRs up to 14 200 lbs.
	the new Chevy Express and GMC Savana 4500 Cutaways are the go-to value of the cutaway vans for heavy duty jobs.
	The Express and Course Transfer of the Express and
	The Express and Savana offer greater towing and RV adaptation! with and 6.0L gas V8.1 Improvements to their body structure.
L.	the requirements for demanding duty cycles.
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Dear Clinton,

We are proud to announce we have repaid our government loan - in full, with interest, five years ahead of the original schedule. We realize we still have more to do. Our goal is to years ahead of the original schedule. We realize we still have more to do. Our goal is to exceed every expectation you've set for us. We're designing, building and selling the best cars and trucks in the world. Like the award-winning Chevy Malibu, the all-new Buick LaCrosse, the versatile Cadillac CTS Sport Wagon and the innovative GMC Terrain, just to name a few. We invite you to learn more about the new GM and join our community, by

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Susan E. Docherty Vice President, U.S. Marketing

[x] General Motors Company

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A.03 009 500 25 00 De 11270 Filed 12/22/11 FA. 08.020 Liability for conduct of another—Complicity Aperson is guilty of a crime if it is committed by conduct for another person for which he is legally accountable.

9A.08.030 Corporate and personal liability. (1) As used in this section:

- (a) "Agent" means any director, officer, or employee of a corporation, or any other person who is authorized to act on behalf of the corporation;
  - (b) "Corporation" includes a joint stock association;
- (c) "High managerial agent" means an officer or director of a corporation or any other agent in a position of comparable authority with respect to the formulation of corporate policy or the supervision in a managerial capacity of subordinate employees.
  - (2) A corporation is guilty of an offer:se when:
- (a) The conduct constituting the offense consists of an omission to discharge a specific duty of performance imposed on corporations by law; or
- (b) The conduct constituting the offense is engaged in, authorized, solicited, requested, commanded, or tolerated by the board of directors or by a high managerial agent acting within the scope of his employment and on behalf of the corporation; or

(c) The conduct constituting the offense is engaged in by an agent of the corporation, other than a high managerial agent, while acting within the scope of his employment and in behalf of the corporation and (i) the offense is a gross misdemeanor or misdemeanor, or (ii) the offense is one defined by a statute which clearly indicates a legislative intent to moose such criminal liability on a corporation.

(3) A person is criminally liable for conduct constituting an offense which he performs or causes to be performed in the name of or on behalf of a corporation to the same extent CRIMINAL as if such conduct were performed in his own name or behalf.

(4) Whenever a duty to act is imposed by law upon a corporation, any agent of the corporation who knows he has or shares primary responsibility for the discharge of the duty is criminally liable for a reckless or, if a high managerial agent, criminally negligent omission to perform the required act to the same extent as if the duty were by law imposed directly

(5) Every corporation, whether foreign or domestic, which shall violate any provision of RCW 9A.28.040, shall forfeit every right and franchise to do business in this state. The attorney general shall begin and conduct all actions and proceedings necessary to enforce the provisions of this subsection. [1975 1st ex.s. c 260 § 9.A.08.030.]

ALINE ON HICH-BASES

CRIME a wrong that the government has determined is injurious to the public and that may therefore be prosecuted in a criminal proceeding. Crimes include felonies and misdemeanors. A common law crime was one declared to be an offense by the developed case law of the common law courts. Today all criminal offenses are exclusively statutory in nearly every American jurisdiction. See infamous crime.

CRIMEN FALSI (kri'-měn fäl'-sē) Lat.: a crime of deceit. In common law a crime involving falsehood and fraud. Having committed such a crime generally disqualified a person as a witness in a judicial proceeding. Examples of crimen falsi include forgery, perjury, subornation of perjury, suppression of testimony, conspiracy in the absence of a witness and fraudulent making or alteration of a document.

tered 12/27/11 13:22:29 Main Document the common law offense of extertion has been broadened by modern statutes to encompass any person who, acting with purpose to restrict unlawfully another's freedom of action to his or her detriment, threatens to commit any criminal offense, accuse anyone of a criminal offense, expose any secret tending to subject any person to hatred, contempt, or ridicule, impair his or her oredit or business repute, of threatens to take or withhold action as an official, or cause an official to take or withhold action. Common law extortion was limited to the corrupt colfection of an uniawful fee by an officer acting under color of office with no proof of threat, force, or duress required. If property is obtained as the result of criminal coercion, the conduct then constitutes theft by extortion since that form of theft encompasses today any conduct that is now proscribed by the criminal coercion statute. See coerción.

NEGLIGENCE failure to exercise that degree of care which a person of ordinary prudence (a reasonable man (person)) would exercise under ( the same circumstances. The term refers to conduct which falls below the standard established by law for the protection of others against unreasonable risk of harm. It does not comprehend conduct recklessly disregardful of the interests of oth-Restatement, Second, Torts

CONCURRENT NEGLIGENCE wrongful acts or omissions of two or more persons acting independently but causing the same injury. The independent actions do not have to occur at the same time, but must produce the same result. The actors are all responsible for paying the damages, and can usually be sued together in one lawsuit or individually in separate lawsuits.

[CULPABLE] GENCE such negligence as is necessary to incur criminal liability; in most jurisdictions, culpable (criminal) negligence is something more than the slight negligence necessary to support a civil action for damages. 133 N.Y.S. 2d 423, 427. (Thus, culpable negligence, "under criminal law, is recklessness or carelessness resulting in injury or death, as imports a thoughtless disregard of consequences or a heedless indifference to the safety and rights of others." 85 S. E. 2d 327. 32; see also Perkins & Boyce

circumstances. See id §283. Negligent conduct may involve either a) an act that the actor as a reasonable man should recognize as involving an unreasonable risk of causing an invasion of an interest of another or b) a failure to do an act necessary for the protection or assistance of another and which the actor is under a duty to perform. See id.

Present Caro no.

ACTUAL [COMPENSATORY; GENER-AL] DAMAGES those damages directly referrable to the breach or tortious act; losses which can readily be proven to have been sustained, and for which the injured party should be compensated as a matter of right.

DUBLE (TREBEL) DAMAGES TWICE [or three times] the amount of damages that a court or jury would normally find a party entitled to, which is recoverable by an injured party for certain kinds of injuries pursuant to a statute authorizing the double [or treble] recovery. See 6 Fed. Cas. 892, 893. They are intended, in certain instances, as a kind of punishment for improper behavior. See EXEMPLARY (PUNITIVE) DAMAG-Es below.

EXEMPLARY [PUNITIVE] DAMAGES compensation in excess of actual damages; a form of punishment to the wrongdoer and excess enhancement to the injured; nominal or actual damages must exist before exemplary damages will be found and then they will be awarded only in instances of malicious and willful misconduct

APTICLE III

Section 1. The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behavior, and shall, at stated Times. receive for their Services a Compensation, which shall not be diminished during their Continuance

in Office Section 2. [1] The judicial Power shall extend to all Cases. in Law land Equity, arising under this Constitution, the Laws of the United

in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been committed: but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed

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#### **COURT PROCEDURE**

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(Formerly 92k45) Municipal court should decide constitutional questions if they are raised. W.S.A. Const. Art. 7, §§ 2, 14; W.S.A. 755,045.

#### [2] Criminal Law 110 @ 88

110 Criminal Law

110VIII Jurisdiction

110k85 Courts Invested with Criminal Jurisdiction

110k88 k, Municipal and Other Local Courts. Most Cited Cases

(Formerly 92k45)

Once municipal court is created, its power is not that of administrative agency created by logislature, but rather is judicial power as part of unified court system, and, thus, municipal court has inherent authority to decide constitutionality of city ordinances, W.S.A. Const. Art. 7, 66 1 et seq., 2.

# [3] Constitutional Law 92 2450

92 Constitutional Law 92XX Separation of Powers

92XX(C) Judicial Powers and Punctions 92XX(C)1 In General

92k2450 k. Nature and Scope in General. Most Cited Cases (Formerly 92k67)

#### Judges 227 €==>24

227 Judges

227III Rights, Powers, Duties, and Liabilities 227k24 k. Judicial Powers and Functions in

judge to perform judicial duties in manner prescribed by Constitution, including determining constitutionality of legislation when legislation is chalfrom out his from

COLE TRESEL DAVAGES TWICE or three isses) the amount of damages that a court or jury. would normally find a party entian injured party for certain kinds of injuries pursuant to a status authorizing the double for trebial recovery. See 6 Fed. Cas. 89 893. They are intended, in certain instances, as a kind of punish ment for improper behavior. Sel XENDLARY (PUNITIVE) DAVING

EXEMPLARY [PUNITIVE] DAMAGES compensation in excess of actual damages; a form of punishment to the wrongdoer and excess enhancement to the injured; nominal or actual damages must exist before exemplary damages will be found and then they will he awarded only in instances of malicious and willful misconstill you have not proved your case against me." Courts are reluctant to grant a motion for a directed verdict. They usually feel that the jury should hear the defendant's case and render a verdict on the basis of all the evidence. Occasionally, however, the motion is granted and the case to non comprende is dismissed,

If the defendant is denied his request for a directed verdict, he must proceed to place his evidence before the jury. His witnesses are introduced one by one, examined, and turned over to the plaintiff's counsel for cross-exemination.

In the examination of a witness either attorney may object to a question asked by the other attorney. The court will either overrule or sustain the objection. The party against whom the court rules usually takes exception to the court's ruling in order to preserve the objection in case of an ap-

ARGUMENTS TO THE IURY. After all of the evidence is in, the attorneys for the plaintiff and the defendant argue the case before the jury bach side is allowed the same amount of time. The attorney for the plathful wy "opens" and "closes" the arguments. Attorneys and confine their

orgunest to the evidence in the case,

INSTRUCTIONS TO THE JURY. As soon as the arguments of counsel are concluded, the judge instructs or charges the jury on the law applicable to the case.

VERDICT. The jury then retires to consider its verdict. In a criminal case a verdict of guilty must be unanimous. In civil cases, in most states, nine of the twelve jurors may render a verdict. After reaching a verdict the jurors return to the court room, and in the presence of the judge, the parties, and their attorneys, the foreman reads the verdict. Upon the request of either party the jury may be polled; that is, each juror may be separately asked whether this is his verdict.

Gefferale Most Cited Cases

Judge Cases

Judge Obligates

Judge Obligates

The wording of the judgment is important. Consequently, the judge may avail himself of the services of the attorneys in its preparation.

Occasionally the attorney for the losing party files a motion with the longed on that basis, but judicial power comes not scourt for a judyment non obstante veredicto (notwithstanding the verdict). In behalf of such motion the attorney argues that on the hasis of the evidence in the case the verdict was physically for the evidence in the case the verdict was obviously for the wrong party.

It will be noted that a motion for a directed verdict resembles a denyurrer in impartant respects. In some jurisdictions, indeed, such a procedural move is called a tennarrer to the evidence, a term handed down from the early common law. In other urisdictions it is called a motion to exclude the evidence from the jury or a nonsuit.

DANAGES monetary compensa-tion which the law awards to one who has been injured by the action of of another; recompense for a legal wrong such as a breach of contract or a tortious act. There are various measures used for calculating damages, including diminution in value and cost of completion. Compare specific performance.

ACTUAL [COMPENSATORY; GENER-ALI DAMAGES those damages directly referrable to the breach or tortious act; losses which can readily be proven to have been sustained, and for which the injured party should be compensated as a matter of right.

PERJURY criminal offense making false statements under oath or affirmation; at common law, only a willful and corrupt sworn statement made without sincere belief in its truth, and made in a judicial proceeding regarding a material matter, was perjury Today, statutes have broadened the offense so that in some jurisdictions any false swearing in a legal instrument or legal setting is perjury, even if it is not material and even though it is not presented in a judicial proceeding. See Perkins & Boyce, Criminal Law 511 (3d ed. 1982); Model Penal Code \$241.1. See also subornation of perimy,

Case # 10-1-25699-7

P-2013

09-50026-mg Doc 11270 Filed 12/22/11 Entered 12/27/11 13:22:29 Main Document Pg 24 of 94 13. We Trusted The Sales Agent and Office Personnel and their contracts or we would not have "Management had no intent to adhere to their signed agreements." 15. A recent acquired Washington State Commitment of Law states. There is no limitation on litigation awards to an injured party.

16. This is qualified as to AID AND ABET: To actively, knowingly, or purposely facilitate or assist another individual in the attempted or attempted commission of a crime. 7. Aiding and abetting is characterized by Affirmative Criminal Conduct and is not established as a result of omissions or negative acquisance. 24 A 2d 85, 87.

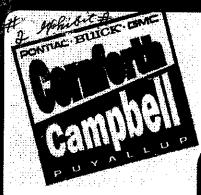
18. Compare Accessory: One who Aids or contributes in a secondary way or assists in or contributes to crime as subordinate. See 216 So. 2d 829, 831 The failure to report the commission of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or Avoiding Apprehension for 20. (Apprehension: To seize, to arrest, to understand, to fear, filled with dread, suspicious). Complicity "mens rea" Accomplice; Liability is shared. Common "Mens rea": and Criminal Purpose is shared between Agent and Principal; See 233 P 2d 347. 21.(a).intent: A person acts with intent or intentionally when he acts with the objective or purpose to accomplish a result which constitutes a crime, (b) Knowledge: A person knows of acts knowingly or with knowledge when: (1) he is aware of a fact, facts, or circumstances or results described by a statute defining an or he has information which would lead a reasonable man in the same situation to believe that facts exist which facts are described by a statute defining an offense. (c) Recklessness: A person is reckless or acts recklessly when he knows of or disregards a substantial risk that a wrongful act may occur and his disregard of such a substantial risk is a gross deviation from conduct that a reasonable man would exercise in the same situation. Criminal Negligence: (a) A person is criminally negligent or acts with criminal negligence when he falls to be aware of a substantial risk that a wrongful act may occur and his failure to be aware of such substantial risk constitutes a gross deviation from the standard of care that a reasonable man would exercise in the (b) Substitute for Criminal Negligence: (1). Recklessness and Knowledge. When a statute provides that criminal negligence suffices to establish an element of an offense (2). Such element also is established if a person acts intentionally, knowingly, or recklessly. When recklessness suffices to establish an element; (3) Such element also is established when a person acts intentionally or knowingly. (4) When acting knowingly suffices to establish an element, such element also establishes if a person acts intentionally. 23. Chapter RCW:9A.08.020; which advocates the Liability for Conduct of another: Complicity. (a) A person is guilty of a Crime if it is committed by the conduct of another person for which he is My for legally accountable. (b) Allows six years for Statute of Limitations 24. Chapter RCW:9A.04.100. (a). This also applies to Agency and Corporations. The Corporation is also held or shares responsibility for Agents Acts n' u'in (b). Allows Ten years for Statute of Limitations. 25. Letter to Cornforth Campbell on June 16, 2003; This letter was hand written and done in haste after returning home from one of the four visits to Cornforth Campbell to get them to correct mechanical problems discovered and getting nothing but rhetoric from their representatives for an answer. (a) The engine in a six mile run from East of Kent to Maple Valley Heights (pulling a 7,000 pound trailer); ran the water temperature to 280 degrees. (1). I want the fan belt and the thermostat removed; (2). then the water jacket reinstalled and filled with water:

Case # 10-3 of 2

Case # 10-3 - 35699-7

P-383

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# 1999 GMC Suburban 2500 SLT Suv 4WD

7.4 Liter V-8 Throttle Body Inj.

Mileage : 53,447 Transmission: Automatic

Color : Blue V.I.N. : 3GKGK26J2XG532591

Stock # : 03082A

COMFORT EQUIPMENT AND ACCESSORIES
ering Power Brakes
or Locks Power Windows
yer's Seat AM/FM Stereo Radio
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Center Storage Console
Trip Odometer
Air Conditioning
Cruise Control

Tachometer
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Power Access Outlet Trip Computer Or Compass Overhead Console

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"Media Reviews" - Comments about this vehicle... 🙉 It holds the most & offers the most brute force. [Consumer Review] The Suburban is still the cowboy limousine [Car & **Driver** 

Blue Book: \$24,820

# Cornforth Campbell: \$20,995

ATTENTION BUYERS: VERIFY ALL EQUIPMENT & ACCESSORIES PRIOR TO SALE. Dealer Specialties COS disclaims any warranty as to the accuracy or to the working condition of the equipment listed above.

Any purchaser or prospective purchaser should independently verify with a salesperson of the dealership listed above the accuracy of all listed information provided on this label. Price does not include state & local taxes, licence & title fees, doc fee or finance charges, if any. Dealer Specialties COS (800) 647-2422

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AMENDMENT XI [1798]

The Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens of Subjects of any Forman zens or Subjects of any Foreign

AMENDMENT IV [1791]

The right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures, shall not be colated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched and the the place to be searched, and the persons or things to be seized.

5/6/11

P-148

Case no - 10-2-25699-7

APTICLE III

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Section 1. The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behavior, and shall, at stated Times, receive for their Services a Compensation, which shall not be di-minished during their Continuance in Office.

Section 2. [1] The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;-to all Cases affecting Ambassadors, other public Ministers and Consuls:—to all Cases of admiralty and maritime Jurisdiction: To Controversies to which the United States shall be a Party;-to Controversies between two

or more States;—between a State and Citizens of another State:—between Citizens of different States;—between Citizens of the same State claiming Lands under the Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects [2] In all Cases affecting Ambas-

sadors, other public Ministers and Consuls, and those in which a State shall be a Party, the supreme Court shall have original Jurisdiction. In all the other Cases before mentioned, the supreme Court shall have appellate Jurisdiction, both as to Law and Fact, with such Exceptions, and under such Regulations as the Congress shall make.

[3] The trial of all Crimes, except in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been committed: but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed.

Section 7. [1] Treason against the United States, shall consist only in levying War against the states. levying War against them, or, in adhering to their Enemies, giving them Aid and Comfort. No person shall be convicted of Treason unless on the Testimony of two Witnesses to the same overt Act, or on Confession in open Court.

[2] The Congress shall have Power to declare the Punishment of Treason, but no Attainder of Treason shall work Corruption of Blood, or Forfeiture except during the Life of the Person attainted.

AMENDMENT III [1791]

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

> Weil, Solihal & Manges, LLP
>
> party's now seing #2 Seefendants
>
> of MLC believe and are representing
>
> Belief of chapter & Cleven XI is adequate for protection of exmelo Law firm of weil Hotshal & Mangue. LhP Camendment XI is not not article III (3) Section 2 no [3] does apply to Plaintiffs sase. No. 10-2-25699-7KNT

I certify (1915) of legal ty27 of perfitted unit Washington that the foregoing is true and correct.  his above, is for proper writing of legal service etc.	Pg-27-01-94  signature in the State of Wa.	7911 18:72:291 Main Docti <del>onall</del> 8 Caseft 10-2-25699-7 K 19
EGREGIOUS: Flagrant = Remarkedly Bad Behav	======================================	<del></del>
FALSE SWEARING: Statement of what one does hat which one does not know to be true is equiviler	es not know to be true. Event of that he knows to be	very unqualified statement of false.
DERIVITIVE TORT: an action in Tort based on o Plaintiff, for which injury Plaintiff seeks compensa. The action is distinct from any criminal prosecut b. The term also applys to liability on a principal form of the seek vicarious Liability on a principal form of the seeks of the seeks compensation of the	sation.  tion which may result from the wrongs committed to below.  e.  ted by his undertaking to	m the same conduct by Defendant. by his a Agent.
FRADD: Malicious-Willful Conduct: Cannot bank a. AN ACT OF DECEIT: The Tort of Fraudulent R. AN ACT OF DECEIT: The Tort of Fraudulent R. A. AN ACT OF DECEIT: The Tort of Fraudulent R. A. AN ACT OF DECEIT: The Tort of Fraudulent R. A. A. A. A. A. A. CERTAINTY: Beyond all reasonable of the A.	doubt.  Josely facilitate or assist a ding and abetting is character or negative acquisence secondary way or assists apport the commission of	another individual in the acterized by affirmative Criminal 24 A. 2d 85, 87. Compare in or contributes to crime as a a felony is sometimes itself a
ivoiding apprehension for crime.  bb. ACCOMPLICE; An individual who voluntarily commission of a crime, see 165 N.E. 2d 814; One wagainst the defendant, see 233 P. 2d 347. Essential to and criminal purpose between agent and principal.  cc. CRIMINAL LIABILITY OF A CORPORATION  6. ORAL CONTRACT: Statute of Frauds: Signed or	ho is liable for the identic b accomplice liability is a I: RCW 9408.030 = C	cal offense charged shared, common "mens rea"  int ; no limit in internal
5a.SPECIAL PROCEEDING: a PROCEEDING PROTECTION of the vehicle.  7. [INPLIED] not explicitly written; referring to a confact which is determined by deduction or inference 7a. Necessary implication "One which results from some	DVIDING EXTRA ORD nditiion, consent, power, from known facts and circo strong a probability of a	INARY RELIEF: warranty, a state of mind, or
inputed to the testator cannot be supposed. "220NW 3. [BURDON OF PROOF]: Preponderance of the ev 8a. [Cornforth-Campbell attempts of Suppression of	25,27. idence.	·

9. INJURY: any damage done to another, either to his person, property, rights, reputation,, or property.

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See text at § 4.23.

§ 31-4.3 Concurrent negligence of defendants

When the concurring negligence of two or more defendants is a proximate cause of an injury, each is liable regardless of the relative degree in which each contributes to the injury.

Source: WPI 12.04.01.

See text at § 12.12.

# § 31-4.4 Negligence—Intervening cause

If you find that the defendant was negligent but that the sole proximate cause of the [alleged harm] [alleged injury] [occurrence] was a later independent intervening [act of one of the other defendants in this case] [act of a person not a party to this action] [cause] [force] that the defendant, in the exercise of ordinary care, could not reasonably have anticipated, the defendant's original negligence is superseded by the intervening [act] [cause] [force] and is not a proximate cause of the [alleged harm] [alleged injury] [occurrence]. If however, in the exercise of ordinary care, the defendant should reasonably have anticipated the intervening [act] [cause] [force] it does not supersede defendant's original negligence and defendant's negligence is a proximate cause.

[It is not necessary that the sequence of events or the particular resultant [harm] [injury] [occurrence] be foreseeable. It is only necessary that the resultant [harm] [injury] [occurrence] fall within the general field of danger which the defendant should reasonably have anticipated.]

Source: WPI 12.05.

See text at § 4.23.

# 31-5. DAMAGES

# A. SAMPLE JURY INSTRUCTIONS

# § 31-5.1 Emotional distress—Defined

The term "emotional distress" means mental distress, mental suffering or mental anguish. It includes all highly unpleasant mental reactions, such as fright, nervousness, grief, anxiety, worry, mortification, shock, humiliation and indignity, as well as physical pain.

Source: CAL. BAJI 12.72.

See text at § 5.6.

# § 31-5.2 Bystander recovery of emotional distress

A plaintiff is entitled to recover damages for serious emotional

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34-2-25699-7 or procure another to do so with intent thereby to secure or 9A.72.040 False swearing attempt to secure a particular result in a particular matter. 9A.72.050 Perjury and false swearing-Inconsistent statement (2) Trading in special influence is a class C felony. Degree of crime 9A.72.060 Perjury and false swearing-Retraction. [1975 1st ex.s. c 260 § 9A.68.050.] <u>9A.72.070</u> Perjury and false swearing-Irregularities no defense. 9A.72.080 Statement of what one does not know to be true. 9A.68.060 Commercial bribery. (1) For purposes of 9A.72.085 Unsworn statements, certification. 9A.72.090 this section: Bribing a witness.

(a) "Claimant" means a person who has or is believed by an actor to have an insurance claim.

(b) "Service provider" means a person who directly or indirectly provides, advertises, or otherwise claims to provide

(c) "Services" means health care services, motor vehicle body or other motor vehicle repair, and preparing, processing, presenting, or negotiating an insurance claim.

(d) "Trusted person" means:

(i) An agent, employee, or partner of another;

(ii) An administrator, executor, conservator, guardian receiver, or trustee of a person or an estate, or any other person acting in a fiduciary capacity;

(iii) An accountant, appraiser, attorney, physician, or other professional adviser;

(iv) An officer or director of a corporation, or any other person who participates in the affairs of a corporation partnership, or unincorporated association; or

(v) An arbitrator, mediator, or other purportedly disinterested adjudicator or referee.

(2) A person is guilty of commercial bribery if:

(a) He or she offers, confers, or agrees to confer a pecuniary benefit directly or indirectly upon a trusted person under a request, agreement, or understanding that the trusted person will violate a duty of fidelity or trust arising from his or her position as a trusted person;

(b) Being a trusted person, he or she requests, accepts, fr agrees to accept a pecuniary benefit for himself, herself, or another under a request, agreement, or understanding that he or she will violate a duty of fidelity or trust arising from

his or her position as a trusted person; or

(c) Being an employee or agent of an insurer, he or she requests, accepts, or agrees to accept a pecuniary benefit for himself or herself, or a person other than the insurer, under a request, agreement, or understanding that he or she will or a threat that he or she will not refer or induce claimants to have services performed by a service provider.

(3) It is not a defense to a prosecution under this section that the person sought to be influenced was not qualified to act in the desired way, whether because the person had not yet assumed his or her position, lacked authority, or for any-

other reason.

(4) Commercial bribery is a class B felony. [1995] 285 § 29.1

Effective date-1995 c 285: See RCW 48.30A.900.

### Chapter 9A.72

PERJURY AND INTERFERENCE WITH OFFICIAL **PROCEEDINGS** 

Sections

9A.72.010 Definitions.

9Å.72.020 Perjury in the first degree. Perjury in the second degree.

[Title 9A RCW-page 48]

A.72.100 Bribe receiving by a witness.

9A.72.110 Intimidating a witness. 9A.72.120 Tampering with a witness.

9A.72.130 Intimidating a juror.

9A.72.140 Jury tampering, 9A.72.150

Tampering with physical evidence. 9A.72.160 Intimidating a judge.

Committal of witness committing perjury: RCW 9.72.090.

9A.72.010 Definitions. The following definitions are applicable in this chapter unless the context otherwise requires:

(1) "Materially false statement" means any false statement oral or written, regardless of its admissibility under the rules of evidence, which could have affected the course or outcome of the proceeding; whether a false statement is material shall be determined by the court as a matter of law;

(2) "Oath" includes an affirmation and every other mode authorized by law of attesting to the truth of that which is stated; in this chapter, written statements shall be treated as if made under oath if:

(a) The statement was made on or pursuant to instructions on an official form bearing notice, authorized by law, to the effect that false statements made therein are punish-

(b) The statement recites that it was made under oath, the declarant was aware of such recitation at the time he or she made the statement, intended that the statement should be represented as a sworn statement, and the statement was in fact so represented by its delivery or utterance with the signed jurat of an officer authorized to administer oaths appended thereto; or

(c) It is a statement, declaration, verification, or certificate, made within or outside the state of Washington, which is certified or declared to be true under penalty of perjury as provided in RCW 9A.72.085.

(3) An oath is "required or authorized by law" when the use of the oath is specifically provided for by statute or regulatory provision or when the oath is administered by a person authorized by state or federal law to administer oaths:

(4) "Official proceeding" means a proceeding heard before any legislative, judicial, administrative; or other government agency or official authorized to hear evidence under oath, including any referee, hearing examiner, commissioner, notary, or other person taking testimony or

(5) "Juror" means any person who is a member of any jury, including a grand jury, impaneled by any court of this state or by any public servant authorized by law to impanel a jury; the term juror also includes any person who has been drawn or summoned to attend as a prospective juror;

(6) "Testimony" includes oral or written statements, documents, or any other material that may be offered by a witness in an official proceeding. [1995 c 285 § 30; 1981 c 187 § 1; 1975 1st ex.s. c 260 § 9A.72.010.]

Effective date-1995 c 285: See RCW 48.30A.900.

(1998 Ed.)

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Cornforth Campbell declaring Brakes, etc., were recently perfected

9A.72.020

9A.72.020 Perjury in the first degree. (1) A person is guilty of perjury in the first degree if in any official proceeding he makes a materially False statement which he knows to be false under an oath required or authorized by law.

(2) Knowledge of the materiality of the statement is not an element of this crime, and the agor's mistaken belief that his statement was not material is not a defense to a prosecution under this section.

(3) Perjury in the first degree is a class B felony. [1975] 1st ex.s. c 260 § 9A.72.020.]

9A.72.030 Perjury in the econd degree. (1) A person is guilty of perjury in the econd degree if, in an examination under oath under the erms of a contract of insurance, or with intent to mislead a public servant in the performance of his or her duty, he or she makes a materially false statement, which he or she knows to be false under an oath required or authorized by law.

(2) Perjury in the second degree is a class C felony. [1995 c 285 § 31; 1975 1st ex.s. c ... 60 § 9A.72.030.]

Effective date-1995 c 285: See RCV 48.30A 900.

9A.72.040 False swearing. () A person is guilty of false swearing if he makes a fals statement, which he knows to be false, under an oath required or authorized by law.

(2) False swearing is a gross m ademeanor. [1975 1st ex.s. c 260 § 9A.72.040.]

9A.72.050 Perjury and false s mearing—Inconsistent statements—Degree of crime. (1) Where, in the course of one or more official proceedings, a person makes inconsistent material statements under oat i, the prosecution may proceed by setting forth the inconsistent statements in a single count alleging in the alternative that one or the other was false and known by the defendant to be false. In such case it shall not be necessary for the prosecution to prove which material statement was false but only that one or the other was false and known by the defendant to be false.

(2) The highest offense of which a person may be convicted in such an instance as set "orth in subsection (1) of this section shall be determined by hypothetically assuming each statement to be false. If perjury of different degrees would be established by the making of the two statements, the person may only be convicted of the lesser degree. If perjury or false swearing would be established by the making of the two statements, the person may only be convicted of false swearing. For purposes of this section, no corroboration shall be required of either inconsistent statement. [1975] Ist ex.s. c 260 § 9A.72 [150.]

9A.72.060 Perjury and false svearing—Retraction. No person shall be convicted of perjurgitor false swearing if he retracts his false statement in the course of the same proceeding in which it was made, If in fact he does so before it becomes manifest that the falsification is or will be exposed and before the falsification substantially affects the proceeding. Statements made in separate hearings at separate stages of the same trial, administrative, or other official proceeding shall be treated as if made in the course

of the same proceeding. [1975-'76 2nd ex.s. c 38 § 16; 1975 1st ex.s. c 260 § 9A.72.060.]

Effective date—Severability—1975-'76 2nd ex.s. c 38: See notes following RCW 9A.08.020.

9A.72.070 Perjury and false swearing— Irregularities no defense. It is no defense to a prosecution for perjury or false swearing:

(1) That the oath was administered or taken in an irregular manner; or

(2) That the person administering the oath lacked authority to do so, if the taking of the oath was required or authorized by law. [1975 1st ex.s. c 260 § 9A.72.070.]

9A.72.080 Statement of what one does not know to be true. Every unqualified statement of that which one does not know to be true is equivalent to a statement of that which he knows to be false. 11975 1st ex.s. c 260 § 9A.72.080.]

9A.72.085 Unsworn statements, certification. Whenever, under any law of this state or under any rule, order, or requirement made under the law of this state, any matter in an official proceeding is required or permitted to be supported, evidenced, established, or proved by a person's sworn written statement, declaration, verification, certificate, oath, or affidavit, the matter may with like force and effect be supported, evidenced, established, or proved in the official proceeding by an unsworn written statement, declaration,

(1) Recites that it is certified or declared by the person to be true under penalty of perjury;

(2) Is subscribed by the person;

verification, or certificate, which:

(3) States the date and place of its execution; and

(4) States that it is so certified or declared under the laws of the state of Washington.

The certification or declaration may be in substantially the following form:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":

(Date and Place)

(Signature)

This section does not apply to writings requiring an acknowledgement, depositions, oaths of office, or oaths required to be taken before a special official other than a notary public. [1981 e 187 § 3.]

9A.72.090 Bribing a witness. (1) A person is guilty of bribing a witness if he or she offers, confers, or agrees to confer any benefit upon a witness or a person he or she has reason to believe is about to be called as a witness in any official proceeding or upon a person whom he or she has reason to believe may have information relevant to a criminal investigation or the abuse or neglect of a minor child, with intent to:

(a) Influence the testimony of that person; or

(b) Induce that person to avoid legal process summoning him or her to testify; or

1098 Ed.)

also is established if a person acts intentionally, knowy or recklessly. When recklessness suffices to establish element, such element also is established if a person acts nientionally or knowingly. When acting knowingly suffices iorstablish an element, such element also is established if a person acts intentionally.

(3) Culpability as Determinant of Grade of Offense. Wien the grade or degree of an offense depends on whether dejoffense is committed intentionally, knowingly, reckasily or with criminal negligence, its grade or degree shall beilie lowest for which the determinative kind of culpability sessablished with respect to any material element of the offense.

(4) Requirement of Wilfulness Satisfied by Acting wingly. A requirement that an offense be committed wilfully is satisfied if a person acts knowingly with respect to the inglerial elements of the offense, unless a purpose to impose number requirements plainly appears. [1975 1st ex.s. c,260 §

2A.08.020 Liability for conduct of another—Com-

plicity: (1) A person is guilty of a crime if it is committed by onduct of another person for which he is legally account-

(2) A person is legally accountable for the conduct of another person when:

(a) Acting with the kind of culpability that is sufficient so the commission of the crime, he causes an innocent or tresponsible person to engage in such conduct; or

(b) He is made accountable for the conduct of such other Describer person in the

(3) A person is an accomplice of another person in the commission of a crime if:

(a) With knowledge that it will promote or facilitate the

callingsion of the crime, he (all of the crime) and (all of the crime) and (all of the crime) and (all of the crime) are consistent as a constant of the crime, he (all of the crime) are crimes as a constant of the crime, he (all of the crime) are crimes as a constant of the crime, he (all of the crime) are crimes as a constant of the crime, he (all of the crime) are crimes as a constant of the crime, he (all of the crime) are crimes as a constant of the crimes are crimes are crimes are crimes as a constant of the crimes are crimes are crimes as a constant of the crimes are crimes are crimes as a constant of the crimes are crimes are crimes as a constant of the crimes are crimes are crimes as a constant of the crimes are crimes are crimes as a constant of the crimes are crimes are crimes are crimes as a constant of the crimes are crimes a

other person to commit it; or

(ii) aids or agrees to aid such other person in planning or committing it; or

D. His conduct is expressly declared by law to establish

Complicity.

4) A person who is legally incapable of commuting paricular crime himself may be guilty thereof if it is committhe conduct of another person for which he is legally table, unless such liability is inconsistent with the purthe provision establishing his incapacity.

Unless otherwise provided by this title or by the law the crime, a person is not an accomplice in a crime publified by another person if: (19) He is a victim of that crime; or

White terminates his complicity prior to the commission Stime, and either gives timely warning to the law ement authorities or otherwise makes a good faith prevent the commission of the crime.

A person legally accountable for the conduct of person may be convicted on proof of the commission ine and of his complicity therein, though the person to have committed the crime has not been prosecuted

or convicted or has been convicted of a different crime or degree of crime or has an immunity to prosecution or conviction or has been acquitted. [1975-76 2nd ex.s. c 38 § 1; 1975 1st ex.s. c 260 § 9A.08.020.1

Effective date-1975-'76 2nd ex.s. c 38: "This 1976 amendatory act is necessary for the immediate preservation of the rublic peace, tealth, and safety, the support of the state government and its existing public justitutions, and shall take effect on July 1, 1976." [1975-'76 2nd ex.s. c 38 § 21.]

Severability-1975-'76 2nd ex.s. c 38: "If any provision of this 1976 amendatory act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected." [1975-76 2nd ex.s. c 38 § 20.]

9A.08.030 Corporate and personal liability. (1) As used in this section:

- (a) "Agent" means any director, officer, or employee of a corporation, or any other person who is authorized to act on behalf of the corporation;
  - (b) "Corporation" includes a joint stock association;
- (c) "High managerial agent" means an officer of director of a corporation or any other agent in a position of comparable authority with respect to the formulation of corporate policy or the supervision in a managerial capacity of subordinate employees.
  - (2) A corporation is guilty of an offerse when:
- (a) The conduct constituting the offense consists of an omission to discharge a specific duty of performance imposed on corporations by law; or
- (b) The conduct constituting the offense is engaged in, authorized, solicited, requested, commanded, or tolerated by the board of directors or by a high managerial agent acting within the scope of his employment and on behalf of the corporation; or
- (c) The conduct constituting the offense is engaged in by an agent of the corporation, other than a nigh managerial agent, while acting within the scope of his employment and in behalf of the corporation and (i) the offense is a gross misdemeanor or misdemeanor, or (ii) the offense is one defined by a statute which clearly indicates a legislative intent to impose such criminal liability on a corporation.

(3) A person is criminally liable for conduct constituting an offense which he performs or causes to be performed in the name of or on behalf of a corporation to the same extent as if such conduct were performed in his own name or behalf.

(4) Whenever a duty to act is imposed by law upon a conporation, any agent of the corporation who knows he has or shares primary responsibility for the discharge of the duty is criminally liable for a reckless or, if a high managerial agent, criminally negligent omission to perform the required act to the same extent as if the duty were by law imposed directly upon such agent.

(5) Every corporation, whether foreign or domestic, which shall violate any provision of RCW 5A.28.049, shall forfeit every right and franchise to do business in this state. The attorney general shall begin and conduct all actions and proceedings necessary to enforce the provisions of this subsection. [1975 1st ex.s. c 260 § 9A.08.030.]

CRIME

43 Wash D 2d-206

denied 116 S.Ct. 217, 516 U.S. 881, 133 L.Ed.2d 148.—Crim Law 1202.3(1).

C.A.9 (Wash.) 1993. Possessing unregistered sawed-off shotgun was "crime of violence" for purposes of career offender provisions of Sentencing Guidelines; charged conduct presented serious potential risk of physical injury to another. U.S.S.G. §§ 4B1.1, 4B1.2(1), 18 U.S.C.A.App.; 26 U.S.C.A. § 5861(d).—U.S. v. Hayes, 7 F.3d 144, certiorari denied 114 S.Ct. 1403, 511 U.S. 1020, 128 L.Ed.2d 76.—Crim Law 1202.3(1), 1202.5(1).

#### CRIME-RELATED

Wash.App. Div. 1 1998. Condition of community placement is "crime-related," within meaning of statute allowing court to require defendant to participate in crime-related treatment or counseling services, if it directly relates to the circumstances of the crime. West's RCWA 9.94A.120(9)(a), 9(c)(iii).—State v. Vasquez, 972 P.2d 109, 95 Wash. App. 12.—Crim Law 982.5(1).

# CRIME-RELATED PROHIBITION

Wash.App. Div. 3 1995. Defendant could not be required to submit to polygraph testing as condition of his community placement; condition was not "crime-related prohibition," as required by governing statute. West's RCWA 9.94A.030(11), West's RCWA 9.94A.120(8)(c) (1994).—State v. Hohand, 905 P.2d 920, 80 Wash.App. 1, publication ordered.—Crim Law 982.5(2).

# **CRIMEN FALSI**

Wash. 1984. At common law, "crimer fals." for purposes of defining "dishonesty" as used in rule allowing use of prior convictions involving "dishonesty" for purpose of attacking credibility of a witness, not only involved the charge of falsehood, but one which injuriously affected the administration of justice by the introduction of falsehood and fraud. ER 609(a)(2); Fed.Rules Evid.Rule 609(a)(2), 28 U.S.C.A.—State v. Burton, 676 P.2d 975, 101 Wash.2d 1.—Witn 345(1).

Wash.App. Div. 3 1984. "Crimes of dishonesty or false statement" under rule governing admissibility of prior conviction for purpose of attacking credibility are those involving "crimen falsi." ER 609(a)(2).—State v. Bonefield, 683 P.2d 1129, 37 Wash.App. 878, review denied 102 Wash.2d 1014.—Witn 345(1).

# CRIMES OF DISHONESTY OR FALSE STATE

Wash.App. Div. 3 1984. "Crimes of dishonesty or false statement" under rule governing admissibility of prior conviction for purpose of attacking credibility are those involving "crimen falsi." ER 609(a)(2).—State v. Bonefield, 683 P.2d 1129, 37 Wash.App. 878, review denied 102 Wash.2d 1014.—Witn 345(1).

# CRIMES OF INFAMY

Wash.App. Div. 2 1975. Only treason, felonies and crimes stylized as crimen falsi are "crimes of

infamy" the conviction of which tends to discredit a witness. RCWA 5.60.040.—Willey v. Hilltop Associates, Inc., 535 P.2d 850, 13 Wash.App. 336, review granted 85 Wash.2d 1018.—Witn 345(2).

#### CRIMINAL

Wash. 1976. Although constitutional ex post facto prohibition applies only to laws respecting criminal punishment, prohibition was not inapplicable to retroactive application of amendment extending juvenile court jurisdiction from age 18 to age 21, on ground that extension was not intended to punish the juvenile but rather to provide further counseling and treatment and that juvenile proceedings are "civil" rather than "criminal," since in view of restraint of liberty involved the proceedings were subject to same strict constitutional scrutiny whatever they were deemed; involuntary incarceration was "purestiment" within purview of the profit bition RCWA Const. art. 1, § 23; U.S.C.A Const. 3H. 1, § 9-cl. 3; RCWA 13.04.095, 13.04.268 Johnson v. Morris, 557 P.2d 1299, 87 Wash.2d 922.—Const Law 203.

# CRIMINAL ACT

Wash.App. Div. 1 1996. To give meaning to all parts of exclusion, "criminal act" in context of exclusion for bodily injury reasonably expected to result from "intentional or criminal acts" cannot be narrowly construed to include only intentional violations of law, but also includes unintentional violations, "criminal act" in this context means act for which criminal conviction may result.—Allstate Ins. Co. v. Peasley, 910 P.2d 483, 80 Wash.App. 565, review granted 917 P.2d 576, 129 Wash.2d 1013, affirmed 932 P.2d 1244, 131 Wash.2d 420.—Insurance 2278(4).

Wash App. Div. 1 1996. "Criminal act" in context of exclusion for bodily injury reasonably expected to result from "intentional or criminal acts" included insured sact of shooting victim which led to conviction of reckless endangement.—Allstate Ins. Co. v. Peasley, 910 P.2d 483, 80 Wash. App. 565, review granted 917 P.2d 576, 129 Wash. 2d 1013, affirmed 932 P.2d 1244, 131 Wash. 2d 420.—Insurance 2278(3), 2278(4).

Wash.App. Div. 2 1996. "Criminal act" may be described as both affirmative act, or omission of possible and legally required performance.—State v. Chester, 918 P.2d 514, 82 Wash.App. 422, review granted 928 P.2d 412, 130 Wash.2d 1016, affirmed 940 P.2d 1374, 133 Wash.2d 15.—Crim Law 26.

# **CRIMINAL ACTIVITY**

C.A.9 (Wash.) 1993. Where defendant's income-generating fraudulent conduct occurred solely in Canada, it was not "criminal activity" within meaning of Sentencing Guideline provision increasing base offense level for failure to report income exceeding \$10,000 from any criminal activity; Canadian activities were not criminal under any federal, state, or local law even if they would have been criminal if actually conducted within United States. 18 U.S.C.A. § 3742(e); U.S.S.G. §§ 2T1.3(b)(1).

43 Wash D 2d-207

2T1.3, comment. (n.1), Ford, 989 F.2d 347.—Ca

#### CRIMINAL ACTS

Wash. 1997. "Crimir intentional to fall within homeowners' policy; as a tional acts and criminal clearly denoted its own a are intentional, whether likewise, word "criminal of acts—acts which are a cer or not they are intentional, 932 P.2d 1244, ance 2278(4).

Wash. 1997. Term "in homeowners' policy we crimes, but, even assum reckless endangerment is within exclusion. West Allstate Ins. Co. v. Pei Wash.2d 420.—Insurance

# **CRIMINAL CASES**

Wash. 1930. Statutor warrants in "criminal cas ceedings under statutes contraband liquor and o Stat. §§ 1864, 7316, 7317 County, 291 P. 1111, 1

# CRIMINAL CONTEMPT

Wash. 1970. "Crimin acts directed against the court. RCWA 9.23.010.898, 78 Wash.2d 41.—Cou

Wash. 1952. A "crimi the quality of an offense sole object of the procee the offender.—Arnold v. : Cooks & Stewards Ass Wash.2d 22.—Contempt 3

# CRIMINAL CONTEMPT

Wash. 1931. In conter payment of alimony, order adjudged to be in content as "criminal contempt fir v. Boudwin, 298 P. 337, 280.

# CRIMINAL CONVERSAT

Wash. 1950. The gist tion" is interference with a her husband's personal de "criminal conversation" i husband's interest and his beclouds legitimacy of his detriment.—Lankford v. T Wash.2d 412, 19 A.L.R.2 341. still you have not proved your case against me." Courts are reluctant to grant a motion for a directed verdict. They usually feel that the jury should hear the defendant's case and render a verdict on the basis of all the evidence. Occasionally, however, the motion is granted and the case is dismissed.

If the defendant is denied his request for a directed verdict, he must proceed to place his evidence before the jury. His witnesses are introduced one by one, examined, and turned over to the plaintiff's counsel for cross-examination.

In the examination of a witness either attorney may object to a question asked by the other attorney. The court will either overrule or sustain the objection. The party against whom the court rules usually takes exception to the court's ruling in order to preserve the objection in case of an appeal.

ARGUMENTS TO THE JURY. After all of the evidence is in, the attorneys for the plaintiff and the defendant argue the case before the jury. Each side is allowed the same amount of time. The attorney for the plaintiff "opens" and "closes" the arguments. Attorneys must confine their arguments to the evidence in the case.

INSTRUCTIONS TO THE JURY. As soon as the arguments of counsel are concluded, the judge instructs or charges the jury on the law applicable to the case.

VERDICT. The jury then retires to consider its verdict. In a criminal case a verdict of guilty must be unanimous. In civil cases, in most states, nine of the twelve jurors may render a verdict. After reaching a verdict the jurors return to the court room, and in the presence of the judge, the parties, and their attorneys, the foreman reads the verdict. Upon the request of either party the jury may be polled; that is, each juror may be separately asked whether this is his verdict.

JUDGMENT. On the basis of the verdict the judge renders his judgment. The wording of the judgment is important. Consequently, the judge may avail himself of the services of the attorneys in its preparation.

Occasionally the attorney for the losing party files a motion with the court for a judgment non obstante veredicto (notwithstanding the verdict). In behalf of such motion the attorney argues that on the basis of the evidence in the case the verdict was obviously for the wrong party.

It will be noted that a motion for a directed verdict resembles a denurrer in important respects. In some jurisdictions, indeed, such a procedural move is called a demurrer to the evidence, a term handed down from the early common law. In other jurisdictions it is called a motion to exclude the evidence from the jury or a nonsuit.

,	09-50026-ing Doc 112704 Filed 12/22/11 Entered 12/27/11-13:22:29 Main Document Claims & information Poss 4 of Sperior Poss of Claims & information Poss 4 of Sperior Poss of Claims & information Poss 4 of Sperior Poss of Claims & information Poss 4 of Sperior Poss of Claims & information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 4 of Sperior Poss of Claims & Information Poss 6 of Claims & Information P
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•	Advertise first Plain of me that Janier
1	I o me I Hood Business frese theat Doyou
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3	up - Clinton M. Tullis am the Author and Owner. Someone assisting me sometime ago must have set this
4	Tral late may changeron 1-9-12
5	træl læte mag chærgfrom 1-9-12 2 will let you sknow if it chærger I have sent a notice to
<b>8</b>	IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING
7	AT MALENG REGIONAL JUSTICE CENTER LOCATED IN THE CITY OF KING
0	CLINTON M. TULLIS & MARGARET L. TULLIS flanned information of the sal motor
10	Petitioners les dans la problème Plantotte
11	LAW FIRM OF WEIL, GOTSHAL & MANGES CORE @ the Reficinal furtice bount in the Retty of Kent name is at
12	Respondents Their mesages to Hannows Auds
13	(1). Petitioners mail to be Delivered to the Office of the Plant of the Tier to the Control of the Plant of the Tier to the Control of the Plant of the Tier to the Control of the Plant of the Control o
14	York10004-1408. The Clerk is to deliver to Honorable United States Barbarata States Perlamentary
15	at Omaha Nebraska 68154-8010
16	(3). General Motors Corporation Headquarters Chief Executive: Post Office Box 33172 Detroit, Mi. 482325772.
17	(4) Weil, Gotshal & Manges Defendants/Respondents: Plaintiffs reply to their miscalculated contempt of which Plaintiffs/Petitioners had resolved this case from Crimes committed by General Motors and Agency of Cornforth-Campbell and the same errors are now accommon Weil On the Contempt of Cornforth Campbell and the same errors are now accommon to the Contempt of Cornforth Campbell and the same errors are now accommon to the Contempt of Cornforth Campbell and the same errors are now accommon to the Contempt of Cornforth Campbell and the same errors are now accommon to the Contempt of Cornforth Campbell and the same errors are now accommon to the Contempt of Cornforth Campbell and the same errors are now accommon to the Contempt of Cornforth Campbell and the same errors are now accommon to the Contempt of Cornforth Campbell and the campbell and th
18	Rules are very definite of disallowing Bankruptcy from General Motors Corneration and Manges. Those
19	study the Washington State and Local Court, Rules and the Endored Court Bules and
20	knew the family's involved. That is their problem, I don't moddle with a bigged idiate.
21	Realtors in 1967, and the Pierce County Phone Directory shows the property results of
22	of Tacoma. My Change to my home area in King County is your practicable in about the city
23	Campbell Indignity By the way: The Pierce County Records and the New York County Records and t
24	one/half with the name of Campbell and I surmise that many of their civilines have an about
25 26	the Female Judge to prograstinate with the Plaintiffs (Potitioners, Sharman Annual Street Contributed to
77	Hearing Ads on the Main level and she didn"t show up until after Fight Forty Fine. Other their needed
	follow her upstairs to her Court. She threw us completely off guard when we entered the same had us
	six people waiting for us. The judge and the opponents appeared to already have performed their conclusion and pounded it right down our throats. We did not have a chance to survive the ordeal. It was

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planned. Other attempts for continuance and a common Trial was not allowed under any and all circumstances. The trial was not necessary in Pierce County as the Wreck of Plaintiffs accident was in the County Lying to the South of Pierce County and Plaintiffs had won that Decision at the City of Chehalis Court considerations of The Wreckage.

We live in the South end of King County and this case merits that we do not have to adhere to a Court in any other County, and the Case is a Criminal and Injury Case that Statute of Limitations allows 10 years

or more if needed to fight it out.

The Crimes committed to the Never Ending Injuries of Petitioners/Plaintiffs are a continuing fact and will survive the best of tests.

The GMC Bankruptcy Case positively does not affect Plaintiffs/Petitioners. The Bankruptcy does not affect those Parties that have suffered from Criminal Committed Injury's; and that was proven for Cornforth Campbell Agency of General Motors Corporation assistance with procuring Vehicles and Advertising of GMC Mr. Good Wrench as part of the conglomeration. The methods used by Cornforth Campbell can not be forgiven by the injured.

(6) Weil, Gotshal and Manges were the apparent leader to the younger Persons in the handling of the General Motors Company Bankruptcy and pressing them to frighten Petitioners. We do not intend to squabble with them, and you of Weil, Gotshal and Manges at the present are welcome to discus the amount of Financial Penalty to be accepted to resolve your part of the case.

Until you look at yourself in a mirror and make a better determination for your monetary settlement, You may be stuck with the former demand. This is better than I will do with General Motors of whom has already improved their manufacturing process from the information I gave them at the start. I only need to know How Much Insurance Premium did or does Cornforth Campbell Possess from the year of 2003 to date. I never knowingly started a Conflict, But I certainly have ended a few real Battles. Sincerely, Clinton M. Tullis. Oh, by the Way: Do you own your own home, Where is it What is it Worth. Thank You for reminding me.

Sincerely: Clinton M. Tullis

It appears to me that you had ordered the brianna Benfield & David R Borg to order me to Buch of an he Bankruptey so you might not be responsible of failure of amounts to agency well: this is what it amounts to agency of learn of the linter of margaret lelle is son or factory acts to blinter of margaret lelle is son or factory acro to to kindon margaret hellis. Far ow hen any one or an agency or person the & etc commits a evine, they commission of a le except up & considered as or of commission of a le rought his disallows them to include me in their This disallows them helved I will include Branner and so avid into the code with your asked them to attempt to "ble. with your asked them to monthly responsible. With will win my bear months and you will will win my bear months and you will happen in a few that I approach to white us but the first that I to white us but the first not going may stall us and months or how and how and how he made in the most of the proof Banksupiley Banksupiley. It is not de their call challed Branne and so avid,

Honorable Judge Hollis Hill

Petitioners re Motion

# IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING

Clinton M. & Margaret L. Tullis and the Palimony Relationship Thereof: : Petitioners

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No. 10-2-25699-7 KNT

No.1'. Universal Underwriters Insurance Co. :and

No. 2.Representatives of General Motors Corporation

For Order Of assist ?

Respondents

Washington State Criminal Laws.RCW 9A.08.09 & 9A.08.010 & 9A.08.030.a Portion thereof, Cannot Take Bankruptcy or find other means to hide values. Petitioners: Motion the Court to order full payment to Petitioners from General Motors Corporation, Based on the Merits of the Case as follows; GMC Agency "Comforth-Campbell" Based Any and All Errors to be Protected by Contract with Universal Underwriters Insurance Company Headquarters in Nebraska.[2] General Motors Corporation recently informed the United States Federal Judge of GMC Bankruptcy Case, that GMC responsibility's have been Met, and GMC will afford Funds to Pay all Parties through the Office of HONORABLE JUDGE ROBERT E.GERBER. All messages, Questions and Mail pertaining to the Bankruptcy case shall first be delivered to the Bankruptcy Court Clerk in the Southern District of New York at Alexander Hamilton Custom House, One Bowling Green, NewYork, New York, 10004-1408 whom shall deliver All Claims to HONORABLE JUDGE ROBERT E. GERBER [3]. The Law Firm of Weil, Gotshal, and Manges LLP, Chosen as United States Bankruptcy Respondents demanded that Petitioners immediately cancel their General Motors Law Suit, pertaining to Damages incurred by General Motors Laxity and Confidence in A Washington State Agency having an astute ability to perform in Sales and Repairs to Purchasers of General Motors Vehicles. Petitioners were warned to be incarcerated after five days, if the order was ignored. Petitioners then informed the Law Firm of Weil, Gotshal & Manges that they were not in compliance with Washington, State Laws and they would be added to Petitioners Law Suit for an additional Five Million Dollars, FOR their bullying, illegal tactics. Upon Reporting to General Motors Leaders with Plaintiffs first Briefs of this Law Suit, The Brake Control failing and causing a collision, compounded by the GMC Suburban Channel Frames and Steering Assembly Easily Collapsing; CHAIRMAN: Mr. Rick Wagoner immediately sent Plaintiffs a letter stating that Plaintiffs Complaint inspired Mr. Wagoner To immediately order Heavier and 4.General Motors Corporation obligation to pay its share for the never ending physical damages Sturdier Steel Frames, & Stronger Steering Assembly's; with increased Welding at the Assembly Lines.. performed and eradicating Petitioners ability to survive the Legal Process; Also amid Agency of Cornforth-Campbell conspiring Respondents complicity, believed to be, and therefore alleged to be, all doing business and officially responsible of NON safety performance of used vehicles as a General Motors Agency advertised as a GMC "Mr. Good Wrench Dealership operated by Corn-forth-Campbell in the City of Puyallup, State of Washington. 1V. Evidence relied upon: Clearly identify the evidence you want the judge to consider with your motion. Print or type.] Declaration of : Petitioners: now know Corn-forth-Campbell Mounted an out-dated Electronic Trailer Brake Control onto a 1999 General Motors Man Heavy Duty, Suburban and amongst Perjuring the Suburban Condition of Excellence promised "Petitioners" that the Agency had ordered a Book on the Trailer Brake Control ability And would provide it by mail, immediately upon receiving it. This has not happened to date. And Petitioners later were informed by a Recreational Vehicle Dealership that type of Trailer Brake Control had not been used in over 20 years as it would collapse if attempted to use in an emergency with updated Automobiles and modern Trailers. This information was afforded to Petitioners after having a very serious slow speed accident.

Signed RENT	ON(city)_DASHIT	TOTON (State) on	11-2-11 Uate
Clinton or	1. Tullio	Post CE Clinton Mo	nroe Tuilis Petitioner/Plaintii
Signature of Moving	Darke anderson accome	. 1701-36	

ty of lawyer /WSBA No. Motion for Order(MT)-P. 1. of 3

Print or type name WPF DRPSCU 01.0050 (6/2006)+

Clinton M. Tulks and Margaret E. Tulks and the palimony relationship thereof as ProSe 16300-184" ave. S.E. Renton, WA. 98058-0903

Upon Petitioners driving North on I-5 and arriving about 1/2 of a mile from the Chehalis Cut Off, We observed many vehicles stopping in both narrow "North bound lanes" of the paved Freeway. We immediately commenced stopping. The Suburban had new brakes including wheel cylinders and the trailer brake control had been working real good, but never had to be used instantly as was the event just acquired. All of a sudden, Petitioners felt a surge and applied the Suburban Brakes to their full capacity. The last one-hundred feet of pavement showed two lines about one inch deep into the pavement and Petitioners were almost stopped when approaching the two vehicles that had collided in the left lane and there was no room to pass between the two lanes. We very slowly climbing upon the center of the rearpickup that was not able to move because they had already collided and Petitioner Clinton could see a blonde woman at the steering wheel and a little girl sitting on the right side and in desperation and fear of being a bomb and noticing Petitioner Margaret jammed against the right front window by the air bag; Petitioner Clinton grabbed her head and held it back to the steel frame between the right front and rear doors and at the same time turned the steering wheel fully to the right and again jammed the Suburban brakes real hard. The people to the right had noticed we were in trouble and pulled as far a they could to the right which allowed Petitioners to land the Suburban between the two lanes and stopped in less than two feet. Petitioner Clinton Jumped out of the Suburban and ran around to Petitioner Margaret and with the help from the lady that had formerly been hit in the left lane, took Margaret to the rear door of our Wilderness Trailer and helped her to get in and rest on the Trailer Mattress until an ambulance arrived to take her to the Centrailia hospital. Petitioner then seen the Suburban had been totaled. The Suburban frame had broken on the left side upon crashing to the roadway off the Pickup. The left rear door had been forced upwards for about six inches. The Suburban Front Wheels were pointing in opposite directions. Clinton had a Broken Left wrist caused by the steering wheel and Two huge lower abdominal hernias caused by the energy used of which could not be repaired for about eight months and has continually physically suffered ever since with a Pace Maker, loss of hearing, loss of teeth, Eyes out of focus: Every thing that most of our relatives and friends could not believe because of the "Newly appearing Trailer Brake Control". The book never Arrived; [This never happened] Respondents had furnished "Petitioners" with several pages of Assurance and Warranty of the excellent Like New" condition of the Suburban Vehicle. Petitioners Trusted "Respondents Farce" and purchased the Shining Vehicle after driving it for a short distance and back to the Agency to see how it handled. PETITIONERS WILL AFFORD THE Court and Jury with the receipts of parts, repairs and Two alike Brake Control Books given to Plaintiffs by an angered Recreational Automotive vehicle and Trailer Dealer in South Tacoma. V1. Evidence Relied Upon (1.) Upon Purchase and then driving the Suburban about 25 miles to our Residence @ Maple Valley Heights, Petitioners found the brakes were not adjusted properly and pulled slightly to the left. We then Took it back to the Dealers on the second day and informed their shop manager that the brakes were not holding even. (2.) This was side-tracked and Petitioners soon realized that all references and questions to the Dealership sales and Maintenance Parties appeared determined To out smart and overpower Shoppers. The entire Suburban Body "Inside and Out" appeared to have been very carefully Polished. (3). Petitioner Clinton Having worked as a Mechanic for several years, prior to entering Real Estate Business. decided to Pull off all of the Suburban wheels; The brake Cylinders, Wheels and Shoes and the Right Front Disk, were all in need of replacement. or repair. Petitioner Clinton had the right front disk machined and Petitioner "Clinton" installed" all new repairs on all four wheels. These worked excellent. But: (4). Petitioners next trip was to Idaho. The engine over heated and the lights did not focus properly. Petitioner Then installed a new Thermostat-Radiator Cap-Head Lamps & Buibs; after first contacting Respondents whom again lied about our purchased type of vehicle was supposed to heat up for good performance & the headlamps just needed adjusting.=MASSIVE PERJURY FROM RESPONDANTS.(5). The Trailer Brake Control mounted by Respondents, appeared to work OK but was not exposed to Emergency usage and Petitioners have not received the promised Trailer Brake Manual. (6). Petitioners went to several dealers to attempt to purchase a manual on the Trailer Brake mounted on our Suburban and were denied a Book Manual as they stated they did not carry the type mounted in our Suburban. Petitioners later found the Trailer Brake Control mounted on the Suburban had

Signed RENTY	IN CHYL WASHING	TON(State)	on 11-2-	11 Uate
•	· Tullio			
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Signature of Moving Party or lawyer /WSBA No.

Motion for Order(IVIT) - P-2 of 3

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WPF DRPSCU 01.0050 (6/2006)+

Clinton M. Tuilis and Margaret L. Tuilis and the palimony relationship thereof as ProSe 16300-184<sup>th</sup> axe, S.E. Renton, WA. 98058-0903 not been used by Recreational; Dealers for At least twenty years. (7). The Trailer Brake Control Collapsed

were on their way North to home in Renton Washington and had stopped in Vancouver, WA. to fill up the

in an Emergency on a clear day when Petitioners were returning From A weeks vacation with our

Daughter, Son in Law and Family on the lower Coast Line of Bandon-Oregon.

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Suburban forty gallon gas tank.(9). Petitioners headed North on Highway I-5 and the Traffic was not overloaded and traveling at fifty Miles per hour was not challenged in either lane except on Occasion a heavily loaded freight truck would slow down considerably on climbing up a steep hill in the right lane and we moved to the center lane until reaching the top of the hill. (10). When we arrived near Chehalis, WA.,-Vehicles were moving in and out in a hurry either to enter Chehalis or to leave after their lunches & Petitioners determined to take the inner lane to avoid those in a hurry to increase traffic.(11). As Petitioners approached Centralia, We observed traffic slowing down and could soon see traffic commenced to rapidly slowing down on the inside Lane. Petitioner, Clinton had easily applied our brakes until reaching about two hundred feet from the nearest stopped vehicles, (12). Then I put my foot heavily . on the Suburban Brakes until almost stopping, but feeling the trailer pushing us until reaching a pick-up in the left lane that had already crashed into a pick up in front of her.(13). A Washington State Patrolman asked, Petitioner Clinton Monroe Tullis, to get in the back seat of his vehicle for a ride. We went to Centralia and turned back and headed North on I-5 Freeway to Show Petitioner Clinton the two (one Inch Deep) trails that Petitioners Suburban had carved into the Paved Roadway for almost one hundred fifty feet.(14). Both lanes were completely closed for at least a quarter of a mile, with no room to pass on the narrow Freeway). Petitioners were almost completely stopped; Then very slowly crawled upon the center of the pick-up with the Suburban left wheels, placing us at about a forty five degree angle and seeing a blonde woman at her Steering wheel and her tiny daughter on the right side: Petitioner Clinton held onto the steering wheel with his left hand and reached over to Margaret with his right hand, to hold her back from the right door window and overturned his steering wheel hard right and at the same time jammed hard on the brakes and threw our Suburban hard right and off the Pick-up that had previously jammed the pickup in front of her. (15). The parties to the right had analyzed our problem and had cleared barely enough room for us to land and we only traveled about two feet upon clearing the pickup. (16). The Suburban and the Trailer had both Broke into a V in their Centers and Pushed the left back door of the suburban about four inches into the Suburban roof. The Suburban front wheels each pointed in opposite directions. (17). Petitioner Margaret had taken a beating and one of the lady drivers of the pickups that had clashed, assisted Clinton in helping Margaret into the Bed Room at the rear of the Trailer where she, stayed until the Ambulance arrived to take her to the hospital where she stayed until the next day. She is paranoid to travel on the freeways and she is a good driver. She has driven Clinton to the hospital many times to repair injuries received from the wreck. (18). Petitioner Clinton received a broken left wrist and two huge protruding lower inguinal hernias that resulted into continuous medical examinations while waiting for Over eight months for major surgery and also creating the necessity of a Pace-Maker.I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and Correct. #2. Law Firm of WEIL, GOTSHALL & MANGES, LLP ----- Law Firm Willful-Malicious Conduct, Directed

Representing GMC through: Motors Liquidation Co.
DEFENDANTS

#3. GENERAL MOTORS CORPORATION No Combined with No2 above DEFENDANTS LawsRCW.9A.08.030, RCW 9A.28.040, RCW 9A.28.020

#2.Above:Defendants, Recently Transmitted GMC
Defendants to Officiating Bankruptcy Court Judge:
HONORABLE ROBERT E.GERBER

To dispose of General Motors Bankruptcy Debts

Va Criminal order to Petitioners to cancel this
Case within five days or be prosecuted
No.3. Cannot Take Bankruptcy or find other means
to hide Values: Defied Wa. State Criminal

No.4.All Business to the Judge shall be filed through the United States Clerk of the Bankruptcy Court for the Southern District of New York at Alexander Hamilton Custom House, "One Bowling Green", New York, New York 10004.

SignedRENTON(CITY]_WASHING	TON (State) on 17-2-11 Uate
	ProSE Clinton Monroe Tullis Petitioner/Plaintiff
Signature of Moving Party or Issuer AVERA	

Motion for Order(MT)- P-3 of \_3

Print or type name
WPF DRPSCU 01.0050 (6/2006)+

Clinton M. Tulks and Mergaret L. Tulks and the palignony relationship thereof as ProSe 16300-184<sup>th</sup> avie., S.E. Renton, WA. 98058-0903

HONORABLE JUDGE Hollis Hill

## Superior Court of Washington County of KING

In re:
Clinton M. & Margaret L.Tullis
& the Palimony relationship
thereof. Petitioner(s),
and
Universal Underwriters Insurance
Co. attn:Mary Mato& complicty of
General Motors Corporation(s).

No. 10-2-25699-7 KNT

Motion for Order re:

Grand Jury Determination (Optional Use) for Verdict on (MT) \$87,000,000.00 Case.

Relief Requested Clinton and Margaret Tullis [Name of party] moves the court for an order re: Lifetime Injuries from Criminal Acts: RCWs below: A [explain what you want the court to order] RCW-9A.08.09, RCW-9A.08.010, RCW-9A.08.030 Payment as purported in the existing Summons and Complaint Plus, added contempt recently performed by General Motors Attorney's that did not comply at all With Washington State Criminal Acts. that Damaged Petitioners for life-Time II. Statement of Facts/Statement of Grounds [Clearly and briefly state the facts upon which you base your case. Print or type.]. GMC Agency designated as GMC Mr. Good-Wrench showed Petitioners a Vehicle (GMC Suburn) that the Agency of Cornforth Campbell Had Polished and set in their Vehicle Yard as ready for sale in a near perfect condition for which appeared to represent an excellent solution for Petitioners use to tow a beautiful Recreational Wilderness Trailerfor our annual visits to relatives and friends in several States of the United States. The VEhicle was only ready for the Junk Yard. An absolute Danger to anyone near, on road, I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and Street, or sidewalk, etc. -

Signed at NOW, [City] WA [State] on [Date].

Signature of Moving Party or Lawyer/WSBA No. Print or Type Name

Motion for Order (MT) - Page 1 of 2 WPF DRPSCU 01.0050 (6/2006)

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In Reality; The Vehicle (GMC SUBURBAN) was only ready for display The Entire Body (Inside and Out) had a POLISHED Appearance That made it Lookhlike; It had just came from the Factory

Assembly Lines. The Brakes, Lights, Thermostat, Radiator Cap, Battery
(Clerity and briefly state the Jeps) issues you want the court to decide. Print or type.]

[Clerity and briefly state the Jeps] issues you want the court to decide. Print or type.] Petitioners were assured by several Party's during the financing and the installing a New trailer brake control for Petitioners Intended usage of pulling a Wilderness Trailer, any time or any Place. We were furnished several pages of Warranty and perfection of the vehicle. Upon finding the brakes were not responding Properly, Petitioners reported to the Cornforth-Campbell Dealer-Ship Agency and they denied there was any question of the stability of the brakes, lights, battery, cooling system, over heating, etc and Plaintiff new he Had to do his own work or get rid of the deficient vehicle. We had been duped.

[Clearly identify the evidence you want the judge to consider with your motion. Print or type.]

I Delendant Plaintiff-(Petitioners)done a complete renewal of the K entire braking system of the Suburban. The purchase of parts and a small portion of the light system assistance with a parts Dealer plus. Installation of many parts badly needed were performed by Petitioner Clinton or we would not have been safe anywhere.

Legal Authority [Cite the legal authority you rely upon, Print or type.] Petioners found many discrepancies each short trip to Eastern Washington, or Oregon, or Idaho that Petitioner had to Purchase and install parts for safety and reliability. Petitioners have included the billings in the many papers of several areas we purchased parts and installed them.

VI. Proposed Order A Aproposed Order accompanies that motion.

We Waited Several Weeks for the Promised Books on the Trailer Brake Controlthat the Auto Agency had Promised us and have not Received to This Day From The DEalership. This Caused Us to have Very Bad Wreck on June 22, 2003 and Injuries demanding Attention Consistantly at the Hospital Number 2 of this Motion

shall be Petitioners approximate forty exhibits containing Auto Parts and repairs Plus a full page Lying about the Suburban absolute perfect condition as though it just came from the factor y Brand New. Petitioners/Plaintiffs will have the entire group

ready for Each Jury and Each Judge.

Nation to party: You may list are address that is not your trideated address where you agree to accept legal documents. Any time this address obsenges willeship section is peculing, you must motify the poing paties in writing and file on undered stidental information Force (WPF DRFSCU 09,9200) with the court clork.

Signature of Moving Party or Lawyer Woll Atto. Clinton M. Tullis

Print or type name

denton m. Address 16300,184th ave. Renton Washington 98058-0903

on lat page

A.08.0 09-50025 (nor Doc 11270 Filed 12/22/11 Pg 4

AA.08.020 Liability for conduct of another—Complicity or fox another person for which he is legally accountable.

9A.08.039 Corporate and personal liability. (i) As used in this section:

(a) "Agent" means any director, officer, or employee of a corporation, or any other person who is authorized to set on behalf of the corporation;

(b) "Corporation" includes a joint stock association;

(c) "High managerial agent" means an officer or director of a corporation or any other agent in a position of comparable authority with respect to the formulation of corporate policy or the supervision in a managerial capacity of subordinate employees.

(2) A corporation is guilty of an offense when:

(a) The conduct constituting the offense consists of an omission to discharge a specific duty of performance imposed on corporations by law; or

(b) The conduct constituting the offense is engaged in, authorized, solicited, requested, commanded, or tolerated by the board of directors or by a high managerial agent acting within the scope of his employment and on behalf of the corporation; or

(c) The conduct constituting the offense is engaged in by an agent of the corporation, other than a high managerial agent, while acting within the scope of his employment and in behalf of the corporation and (i) the offense is a gross misdemeanor or misdemeanor, or (ii) the offense is one defined by a statute which clearly indicates a legislative intent to moose such criminal liability on a corporation.

(3) A person is criminally liable for conduct constituting one law an offense which he performs or causes to be performed in separate the name of or on behalf of a corporation to the same extent as if such conduct were performed in his own name or behalf. CRIMINAL

(4) Whenever a duty to act is imposed by law upon a corporation, any agent of the corporation who knows he has or shares primary responsibility for the discharge of the duty is criminally liable for a reckless or, if a high managerial agent, criminally negligent omission to perform the required act to the same extent as if the duty were by law imposed directly upon and agent.

which shall violate any provision of RCW 9A.28.040, shall forfeit every right and franchise to do business in this state. The attorney general shall begin and conduct all actions and proceedings necessary to enforce the provisions of this subsection. [1975] Ist ex.s. c 260 § 9A.08:030.]

MINESTICIV-pares

CRIME a wrong that the government has determined is injurious to the public and that may therefore be prosecuted in a criminal proceeding. Crimes include felonies and misdemeanors. A common law crime was one declared to be an offense by the developed case law of the common law courts. Today all criminal offenses are exclusively statutory in nearly every American jurisdiction. See infamous crime.

CRIMEN FALSI (kri'-men fall'-sē) Lat.: a crime of deceit. In common law a crime involving falsehood and fraud. Having committed such a crime generally disqualified a person as a witness in a judicial proceeding. Examples of crimen falsi include forgery, perjury, subornation of perjury, suppression of testimony, conspiracy in the absence of a witness and fraudulent making or alteration of a document.

The collection of an unrawful fee by an official to take or with no proof of threat, force, or duress required. If property is obtained as the result of criminal coercion, the conduct then constitutes the the property is obtained as the result of criminal coercion, the conduct then constitutes the the property is obtained as the result of criminal coercion, the conduct then constitutes theft by extortion since that form of theft encompasses today any conduct that is now proscribed by the criminal coercion statute.

NEGLIGENCE failure to exercise that degree of care which a person of ordinary prudence (a reasonable man [person]) would exercise under the same circumstances. The term refers to conduct which falls below the standard established by law for the protection of others against unreasonable risk of harm. It does not comprehend conduct recklessly disregardful of the interests of others. Restatement, Second, Torts

CONCURRENT NEGLIGENCE the wrongful acts or omissions of two or more persons acting independently but causing the same injury. The independent actions do not have to occur at the same time, but must produce the same result. The actors are all responsible for paying the damages, and can usually be sued together in one lawsuit or individually in separate lawsuits.

GENCE such negligence as is necessary to incur criminal liability; in most jurisdictions, culpable (criminal) negligence is something more than the slight negligence necessary to support a civil action for damages. 133 N.Y.S. 2d 423, 427. Thus, culpable negligence, "under criminal law, is recklessness or carelessness resulting in injury or death, as imports a thoughtless disregard of consequences or a heedless indifference to the safety and rights of others." 85 S. E. 2d 327, 332; see also Perkins & Boyce.

gent conduct may involve either a) an act that the actor as a reasonable man should recognize as involving an unreasonable risk of causing an invasion of an interest of another for the protection or assistance of another and which the actor is under a duty to perform. See id. \$284

Present Caro no. 10-2-25699-7

ACTUAL [COMPENSATORY; GEMERAL] BAMAGES those damages directly referrable to the breach or tortious act; losses which can readily be proven to have been sustained, and for which the injured party should be compensated as a matter of right.

PUBLE (TREBEL) DAMAGES twice [or three times] the amount of damages that a court or jury would normally find a party entitled to, which is recoverable by an injured party for certain kinds of injuries pursuant to a statute authorizing the double [or treble] recovery. See 6 Fed. Cas. 892, 893. They are intended, in certain instances, as a kind of punishment for improper behavior. See EXEMPLARY [PUNITIVE] DAMAGES below.

compensation in excess of actual damages; a form of punishment to the wrongdoer and excess enhancement to the injured; nominal or actual damages must exist before exemplary damages will be found and then they will be awarded only in instances of malicious and willful misconduct.

APTICLE III

Section 1. The judicial Power of the United States, shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The Judges, both of the supreme and inferior Courts, shall hold their Offices during good Behavior, and shall, at stated Times, receive for their Services a Compensation, which shall not be diminished during their Continuance in Office

in Office.

Section 2. [1] The judicial Power shall extend to all Cases. in Law and Equity, arising under this Constitution, the Laws of the United

in Cases of Impeachment, shall be by Jury, and such Trial shall be held in the State where the said Crimes shall have been committed: but when not committed within any State, the Trial shall be at such Place or Places as the Congressemay by Law have directed.

P-1-0F-3

(Formerly 92k45)

tions if they are raised. W.S.A. Const. Art. 7, §§ 2, 14; W.S.A. 755.045.

#### [2] Criminal Law 110 €== 88

110 Criminal Law

110VIII Jurisdiction

110k85 Courts Invested with Criminal Juris-

110k88 k. Municipal and Other Local Courts. Most Cited Cases

(Formerly 92k45)

Once municipal court is created, its power is not that of administrative agency created by legislature, but rather is judicial power as part of unified court system, and, thus, municipal court has inherent authority to decide constitutionality of city ordinances. W.S.A. Const. Art. 7, 56 1 et seq., 2.

### [3] Constitutional Law 92 0 2450

92 Constitutional Law

92XX Separation of Powers

92XX(C) Judicial Powers and Functions

92XX(C)1 In General

92k2450 k. Nature and Scope in General. Most Cited Cases

(Formerly 92k67)

#### Judges 227 € 24

227 Judges

227III Rights, Powers, Duties, and Liabilities 227k24 k. Judicial Powers and Functions in

Gefferal Most Gited Cases
Judicial oath taken by municipal judge obligates judge to perform judicial duties in manner prescribed by Constitution, including determining constitutionality of legislation when legislation is chal-

OF three times the amount of or three issess the amount of damages that a court or intro-would normally find a party entitica io, which is recoverable by an injured party for certain kinds of injuries pursuant to a statut authorizing the double for trebial recovery. See 6 Fed. Cas. 899 893. They are intended, in certain instances, as a kind of punishment for improper behavior. See EXEMPLARY (SUNITIVE DAY)

from out his han

EXEMPLARY [PUNITIVE] DAMAGES compensation in excess of actual damages; a form of punishment to the wrongdoer and excess enhancement to the injured; nominal or actual damages must exist before exemplary damages will be found and then they will he awarded only in instances of malicious and willful miscon**COURT PROCEDURE** 

Municipal court should decide constitutional ques- still you have not proved your case against me." Courts are reluctant to grant a motion for a directed verdict. They usually feel that the jury should hear the defendant's case and render a verdict on the basis of all the evidence. Occasionally, however, the motion is granted and the case is dismissed.

If the defendant is denied his request for a directed verdict, he must

proceed to place his evidence before the jury. His witnesses are introduced one by one, examined, and turned over to the plaintiff's counsel for cross-examination.

In the examination of a witness either attorney may object to a question asked by the other attorney. The court will either overrule or sustain the objection. The party against whom the court rules usually takes exception to the court's ruling in order to preserve the objection in case of an ap-

ARGUMENTS TO THE TURY. After all of the evidence is in, the attenments for the plaintiff and the defendant argue the ease before the jury diach side is allowed the same amount of time. The attorney for the plainfull of "opens" and "closes" the arguments. Attorneys must confine there are

INSTRUCTIONS TO THE JURY. As soon as the arguments of counsel are concluded, the judge instructs or charges the jury on the law applicable to the case.

organist to the evidence in the case,

VERDICT. The jury then retires to consider its verdict. In a criminal case a verdict of guilty must be unanimous. In civil cases, in most states, nine of the twelve jurors may render a verdict. After reaching a verdict the jurors return to the court room, and in the presence of the judge, the parties, and their attorneys, the foreman reads the verdict. Upon the request of either party the jury may be polled; that is, each juror may be separately asked whether this is his verdict.

JUDGMENT. On the basis of the verdict the judge renders his judgment. The wording of the judgment is important. Consequently, the judge may avail himself of the services of the attorneys in its preparation.

Occasionally the attorney for the losing party files a motion with the lenged on that basis, but judicial power comes not scourt for a judgment non obstante veredicto (notwithstanding the verthe evidence in the case the vertice very argues that on the basis of the evidence in the case the verdict was obviously for the wrong party.

It will be noted that a motion for a directed verdict resembles a denyurrer in important respects. In some jurisdictions, indeed, such a procedural move is called a temurrer to the evidence, a term handed down from the early common law. In other conditions is in all of the conditions in the case of urisdictions it is called a motion to exclude the evidence from the jury or a nonsuit.

BAMAGE see injury; irreparable DUE DATE time fixed for payment iniury [Damage, Harm].

DAMAGELI monetary compensation which the law awards to one who has been injured by the action of of another; recompense for a legal wrong such as a breach of contract or a tortious act. There are various measures used for calculating damages, including diminution in value. and cost of completion. Compare specific performance.

ACTUAL [COMPENSATORY; GENER-AL] DAMAGES those damages directly referrable to the breach or tortious act; losses which can readily be proven to have been sustained, and for which the injured party should be compensated as a matter of right.

of debt, tax etc.

PERJURY criminal offense of making false statements under oath or affirmation; at common law, only a willful and corrupt sworm statement made without sincere belief in its truth, and made in a judicial proceeding regarding a material matter, was perjury Today, statutes have broadened the offense so that in some jurisdictions any false swearing in a legal instrument or legal setting is perjury, even if it is not material and even though it is not presented in a judicial proceeding. See Perkins & Boyce, Criminal Law 511 (3d ed. 1982); Model Penal Code \$241.1. See also subornation of perjury.

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09-50026-mg Doc 11270 Filed 12/22/11 Entered 12/27/11 13:22:29 Main Document Pq 43 of 94 13. We Trusted The Sales Agent and Office Personnel and their contracts or we would not have Purchased the Vehicle. 4. "Management had no intent to adhere to their signed agreements." 15. A recent acquired Washington State Commitment of Law states: There is no limitation on litigation awards to an injured party.

16. This is qualified as to AID AND ABET: To actively, knowingly, or purposely facilitate or assist another individual in the attempted or attempted commission of a crime. 7. Aiding and abetting is characterized by Affirmative Criminal Conduct and is not established as a result of omissions or negative acquisance. 24 A 2d 85, 87 √ 18. Compare Accessory: One who Aids or contributes in a secondary way or assists in or contributes to crime as subordinate. See 216 So. 2d 829, 831. 19. The failure to report the commission of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or Avoiding Apprehension for (Apprehension: To seize, to arrest, to understand, to fear, filled with dread, suspicious). Complicity "mens rea" Accomplice; Liability is shared. Common "Mens rea": and Criminal Purpose is shared between Agent and Principal; See 233 P 2d 347 21.(a).Intent: A person acts with intent or intentionally when he acts with the objective or purpose to accomplish a result which constitutes a crime, (b) Knowledge: A person knows of acts knowingly or with knowledge when: (1) he is aware of a fact, facts, or circumstances or results described by a statute defining an or he has information which would lead a reasonable man in the same situation to believe that facts exist which facts are described by a statute defining an offense. ( c ) Recklessness: A person is reckless or acts recklessly when he knows of or disregards a substantial risk that a wrongful act may occur and his disregard of such a substantial risk is a gross deviation from conduct that a reasonable man would exercise in the same situation. Criminal Negligence: (a) A person is criminally negligent or acts with criminal negligence when he fails to be aware of a substantial risk that a wrongful act may occur and his failure to be aware of such substantial risk constitutes a gross deviation from the standard of care that a reasonable man would exercise in the (b) Substitute for Criminal Negligence: (1). Recklessness and Knowledge. When a statute provides that criminal negligence suffices to establish an element of an offense (2). Such element also is established if a person acts intentionally, knowingly, or recklessly. When recklessness suffices to establish an element; (3) Such element also is established when a person acts intentionally or knowingly. (4) When acting knowingly suffices to establish an element, such element also establishes if a person acts intentionally. Chapter RCW:9A.08.020; which advocates the Liability for Conduct of another: Complicity. (a). A person is guilty of a Crime if it is committed by the conduct of another person for which he is legally accountable. 24. Chapter RCW:9A.04.100. (a). This also applies to Agency and Corporations. The Corporation is also held or shares n'ani responsibility for Agents Acts (b). Allows Ten years for Statute of Limitations. 25. Letter to Cornforth Campbell on June 16, 2003; This letter was hand written and done in haste after returning home from one of the four visits to Cornforth Campbell to get them to correct mechanical problems discovered and getting nothing but rhetoric from their representatives for an answer. (a) The engine in a six mile run from East of Kent to Maple Valley Heights (pulling a 7,000 pound trailer); ran the water temperature to 280 degrees. (1). I want the fan belt and the thermostat removed; (2). then the water jacket reinstalled and filled with water.

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INGRESS

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INJUNCTION

utes does not mean they are identical. Thus, laws in one area, though broadly designed to regulate one general field may be aimed at different portions of that field, and still be in genere. The term imports singleness in general purpose but permits diversity of individual pur-

INGRESS AND EGRESS the entering upon and departure from the lands in question, and the means of entering and leaving; the right of lessee to enter and leave leasehold. See easement.

IN GROSS at large. See easement (EASEMENT IN GROSS).

IN HAEC VERBA (in hec ver'ba)-Lat: in these words.

INHERENT DEFECT a defect that exists in an item regardless of the use made of that item. Although an inherent defect may not be readily detectable, a manufacturer is nonetheless strictly liable for any injury caused by it. Prosser, Law of Torts 656, 657. (4th ed. 1971). Synonymous with latent defect.

INHERENT POWERS those powers an authority such as a court or a government must have in order to achieve the purposes for which it was created. See 437 N.E. 2d 164,

INHERENT CONSTITUTIONAL POW-ERS the federal government possesses "all those inherent and implied powers which, at the time of adopting the Constitution, were generally considered to belong to every government as such, and as being essential to the exercise of its functions." 12 Wall. 457, 556. These powers include the ability to conduct foreign affairs, 299 U.S. 304, 315-16; to exclude and deport aliens, 142 U.S. 651, 659; to protect persons in federal custody or employment, 135 U.S. 1; to protect federal elections, 110 U.S. 651; to protect federally created or federally guaranteed rights, 112 U.S. 76. Antieau, Modern Con-stitutional Law §§11:5 to 11:12

INHERENT RIGHT a right that exists by reason of an individual's status as an individual and is not derived from any other source.

INHERIT technically, to take as an heir at law solely by descent, rather than by devise. More commonly used to signify taking either by devise, i.e., by will, or by descent, i.e., from one's ancestor as a matter of law. See 113 U.S. 340.

INHERITANCE real or personal property which is inherited by heirs according to the laws of descent and distribution. 216 P. 446, 449, 154 S.E. 2d 37, 39. Real property vests in the inheritor immediately on the death of the ancestor, subject to the rights of creditors. 70 P. 2d 1059 1060. A nontechnical meaning of "inheritance" refers to the estate passed by will. 277 S.W. 197, 198.

IN HOC (in hok)—Lat: in this; respecting this.

IN INVITUM (in in-ve'-tum) - Lat: against the will of the other party.

INJUNCTION a judicial remedy awarded for the purpose of requiring a party to refrain from doing or continuing to do a particular act or activity, 104 A. 2d 884, Injunctions were first used by the courts of equity to restrain parties from conduct contrary to equity and good conscience, 344 S.W. 2d 257. Today, with the widespread merger of law and equity, injunctions are used as well in general courts of law whereas law courts were formerly constrained to use the writ of manda-

The injunction is a preventative measure which guards against future injuries rather than affording a remedy for past injuries.

Types of injunctions include:

## THE CONSTITUTION OF THE UNITED STATES

1. Amendment No. 5:

No Person shall be held nor be deprived of life, Liberty, or property without due process of law; nor shall private property be taken for public use without just

2. AMENDMENT IX

The enumeration of certain rights shall not be construed to deny or disparge others retained by the people. 3. AMENDMENT VII

In all suits of common law, where the value in controversy shall exceed \$20.00, the right of Jury shall be preserved. No fact tried by Jury shall be otherwise reexamined rin any Court of the U.S., than according to the rules of common Law. .4. AMEŇDMENT XIV

No state shall make or enforce any law which will abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law; nor deny to any person within its jurisdiction,

Section v: The congress shall have the power to enforce by appropriate legislation, the provisions of this Article.

### NOTE:

The first 10 Amendments (Bill of rights) were ratified, effective December 15, 1791 The 14th Amendment was ratified July 9, 1868.

## WITH CONSTITUTIONAL PROTECTED PROPERTY RIGHTS:

1. The just compensation clause is self-actuating and a debt is owed.

(a) Actions taken by Governmental Officials that result in a physical invasion or occupancy of private property, and regulations imposed on private property that substantially affect its value or use, may constitute a taking of property;

(b) Further, Governmental action may amount to a taking even though the action results in less than a complete deprivation of all use or value, or of all seperate and distinct interests in the same private property and even if the action constituting a

(c) The just Compensation clause is self-actuating, requiring that compensation be paid whenever governmental action results in a taking of Private property, regardless of whether the underlying authority for the action contemplated a taking or authorized

(d) Accordingly, governmental action that may have a significant impact on the use or value of Private property should be scrutinized to avoid undue or unplanned burdens on the public fisc. (Fisc=The Treasury of a political entity).

FURTHER FOR AN AFTER-THOUGHT: On December 10, 1948, The General Assembly of the United Nations adopted and proclaimed The Universal Declaration

Article 17: (1) Everyone has the right to own property alone as well as in association

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## CERNFORTH-CAMPBELL

**PUYALLUP** 

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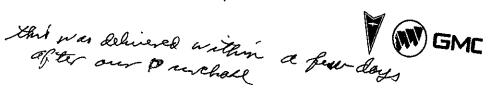
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Clinton & Margaret Tullis 16300 184th Ave SE Renton WA 98058

Dear Clinton & Margaret:

Thank you for buying from me. I hope you are happy with your purchase. And remember, whatever your automotive needs,

We recommend that you service your car every 2,000 to 3,000 miles, 8:00 - 4:00 Saturdays.

When you are ready for your next Lube, Oil, and Filter Change, present this letter and it will be FREE; my way of saying thanks for buying from me and being a customer. At that time we can discuss any concerns or questions you might have

I'll be staying in touch with you by mail and phone calls. Your driving pleasure and safety are my main concerns.

Ken Nielsen Sales Representative

# WHERE NICE IS BETTER

this salesman was either fired or gut the lompany just after our purhase furt the



400 Valley Ave. NE PO. Box 537 Puyallup, WA 98371

Forwarding Service Requested

OUR COMPUTER SERVICE RECORD SUGGESTS THAT YOUR VEHICLE IS DUE FOR ROUTINE MAINTENANCE. PLEASE CHECK YOUR MAINTENANCE LOG AND CONTACT US.

## "You Are A Valued Customer."

PLEASE CALL US BY 10/07/03 PHONE (253)845-8881 OR TOLL FREE 1-800-573-8881

RE. 99 GMC SUBURBAN #3GKGK26J2XG532591

I north after warrant

CLINTON TULLIS 16300 184TH AVE SE Nahahallimiddiddallandidallimidhallandidd RENTON, WA 98058-0903

## LIMITED WARRANTY

Dealer sells to purchaser the motor vehicle identified below subject to the terms and conditions of the Limited Warranty as outlined. · PURCHASER (Buyer) Name CLINTON M TULLIS SELLER (Dealer) VEHICLE CORNEORTH-CAMPBELL MOTORS 1 NO Name IDENTIFICATION Address 16300 184TH AVE SE 1999 Address\_ 400 VALLEY AVE. NE. POB 53 Make\_ City\_ RENTON GMC City PUYAH IIP State Model SUBURBAN 4X4 State WA IDN 36K6K26U2X6532591 (253)845-8881 Phone Date of Vehicle Delivery: \_ 2nd JUNE 2003 Odometer Reading: \_\_\_ 53473 Miles Date of Sale: TO WHOM IS THIS WARRANTY ISSUED? The dealer offers and extends this limited warranty on mechanical defects on the components and parts described in Section B below to the original purchaser only and applies only with respect to the motor vehicle described hereon and it cannot be WHAT PARTS OF THE VEHICLE ARE COVERED BY THE LIMITED WARRANTY? The Coverage of this warranty shall be limited to the covered \_\_\_ ENGINE GROUP Engine Block
Cylinder Heads & Assemblies FUEL SYSTEM GROUP SUSPENSION GROUP Carburetor Internal Engine Components Front Suspension & Shocks Fuel Pump Engine Thermostat Fuel Gauge (Tank) Rear Suspension & Shocks چـ Manifold & Gaskets (Intake & Exhaust) **Emission Control System** Front Wheel Bearings & Seals ... Water Pump ELECTRICAL GROUP Bod Crankshaft Pulley EXHAUST SYSTEM GROUP Flywheel Muffler Vibration Damper Generator or Alternator **Engine Mounts** Exhaust Pipe Starter Motor T Oil Pump Tail Pipe Voltage Regulator Windshield Wiper Motor TRANSMISSION GROUP STEERING GROUP Heater Motor **Drive Shaft** Steering Gear .\_ Distributor Power Steering Pump & Valve Universal Joints Light Assemblies-except bulbs Back Transmission Oil Cooler Steering Linkage Turn Signal Switch Transmission & all internal transmission Hoses & Fittings Horn parts except manual transmission clutch Head Lamp Switch assembly Drive Belts BRAKE GROUP All Gaskets & Seals Instrument Panel Gauges \_ Master Cylinder oll Power Brake Cylinder Bal DIFFERENTIAL GROUP Brake Calipers COOLING SYSTEM GROUP BOX Differential Housing & Internal Parts Wheel Cylinder Radiator Pad radiator Cap **Drive Axles** Rotors Radiator Hoses 4 themostat Wheel Bearings Brake Drums Parking Brake-except brake shoes Bas Gaskets & Seals OTHER Express Statement of Exclusion: EXPLOSE STREETHER OF EXCLUSION.
ALL COMPONENTS AND PARTS NOT SPECIFICALLY CHECKED ABOVE ARE NOT COVERED BY THIS LIMITED WARRANTY. Any part of the vehicle otherwise covered by this Limited Warranty which has been subjected to misuse, negligence, alteration or accident is not covered by WHAT PERCENTAGE OF REPAIR CHARGES ARE COVERED? This limited warranty covers \_\_\_\_ HOW LONG DOES LIMITED WARRANTY RUN? This limited warranty begins on the date of delivery and extends for \_\_\_ days or . beyond odometer reading stated above, whichever comes first.
WHAT ARE THE VEHICLE OWNER'S OBLIGATIONS? In the event of a mechanical defect, the purchaser should return the described vehicle to the above dealer. If you are not able to return to said dealer, call the dealer at the above telephone number, without charge, and you will receive advice as to the proper procedure. Purchaser must authorize and pay the applicable percentage due, plus state and local taxes, on each covered repair under Section B above in cash. If the purchaser is dissatisfied because he feels the dealer has failed to conform to this warranty, he should contact: attoraron or antiquest motors inc WHAT IS THE SELLING DEALER'S OBLIGATION? The obligation of the seller issuing this warranty is expressly limited to replacement or repair of the defective part or parts at his place of business, and does not include bills contracted by the purchaser elsewhere, or towing charges. This warranty must LIMITATION ON IMPLIED WARRANTIES, CONSEQUENTIAL AND INCIDENTAL DAMAGES. ALL IMPLIED WARRANTIES, CONSEQUENTIAL AND INCIDENTAL DAMAGES.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILLIT AND FILINESS FOR A FARTICULAR FUNCTION OF TIME AS THE LIMITED WARRANTY ABOVE STATED. SOME STATES DO NOT ALLOW

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WHAT PARTS OF THE VEHICLE ARE COV     components and parts thereof as checked by	Pg 51 of 94  Ine dealer oriers and extends this limited warranty or purchaser only and applies only with respect to the mouration of the limited warranty.  /ERED BY THE LIMITED WARRANTY? The Coverage show:	for vehicle described hereon and it cannot be
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Transmission & all internal transmission parts except manual transmission	Hoses & Fittings	Turn Signal Switch Horn
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All Gaskets & Seals	BRAKE GROUP  Master Cylinder	Drive Belts Instrument Panel Gauges
DIFFERENTIAL GROUP	Power Brake Cylinder Brake Calipers  Bad	
Drive Ayles Plousing & Internal Parts	Wheel Cylinder	COOLING SYSTEM GROUP Bad
— Wheel Bearings — Gaskets & Seals	Rotors Brake Drums	Radiator Hoses
	Parking Brake-except brake shoes or lining	OTHER
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D. HOW LONG DOES LIMITED WARRANTY RUN beyond odometer reading stated above, whic WHAT ARE THE VEHICLE OWNER'S OBLIGAT	ARE COVERED? This limited warranty covers	% of parts and % of labor for ery and extends for days or
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(Dealer or personal representative)	Phone No.	m to this warranty, he should contact
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F. WHAT IS THE " " DECL MOTORS IN		
be presented by the purchase of business, and	(253)845-8881  If The obligation of the seller issuing this warranty is a does not include bills contracted by the purchaser elseguential and incidental page 250.	
G. LIMITATION ON IMPLIED WARDS	account include bills contracted by the purchaser els	expressly limited to replacement or repair of the
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	everywalk ending	Revised 11/00





### DEAL# 10801 25 5J XG532591 MOTORS, INC.

WORK PROMISED TO BE PERFORMED AT TIME GMC SUBURB KEN MIFLSE I HEREBY ACCEPT THIS DUE BILL WITH THE UNDERSTANDING THAT IT IS VALID FOR ONLY (30) THIRTY DAYS FROM NOTE: THE ABOVE PROMISED WORK IS THE ONLY WORK TO BE PERFORMED FREE OF CHARGE. ANY ADDITIONAL WORK WILL BE CHARGED FOR IN ACCORDANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE, AND WILL WORK WILL BE URANGED FOR IN ACCOMPANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE, AND WILL BE CASH ON DELIVERY, ALL WORK MUST BE DONE IN OUR SHOP, AND YOU MUST MAKE AN ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT BEFORE THE ABOVE WORK CAN BE PERFORMED.

Signed: Sales Mgr.

Signed: Customer X

DUE TO INSURANCE REGULATIONS - NO LOAN CARS AVAILABLE

Form # 2045

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IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

**GMC** VEHICLE MAKE Suburban 2500 SLT

3GKGK26J2XG532591

03082A

03134

DEALER STOCK NUMBER (OPTIONAL)

**WARRANTIES FOR THIS VEHICLE:** 



# AS IS-NO WARRANT

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



# VARRAN

LIMITED WARRANTY. The dealer will pay 100\* % of the labor and 100\* % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

**DURATION:** 

60 Days or 2,000 Miles

## **Systems Covered:**

**ENGINE - TRANSMISSION - DRIVESHAFT** DIFFERENTIAL - TRANSAXLE - IF SO EQUIPPED SUSPENSION - COOLING - ELECTRICAL - BRAKES STEERING - FUEL AND EXHAUST

CONVECTED - CAMPBELL MOTORS INC.

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SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

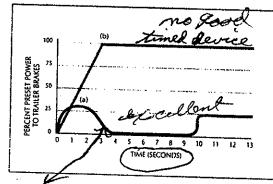
## More performance when you expect it.

Most stops aren't emergencies. They're part of everyday driving, and a proportional control can make everyday driving much more enjoyable. During normal stops, inertia-activated devices sense the slower reduction in reduced forward motion. As the brakes are applied, you get smooth, gradual stopping power every time. (a)

Firmed devices, on the other hand, can't sense a change in speed.

Once you put your foot on the brake, they deliver full preset braking power. If a driver has a tendency to ride the brake, timed devices can cause brake pads to glaze. This decreases braking efficiency and increases brake wear. (b)

## Chart 4 An example of a typical stopping situation



Proportional controls stop trailers at lower speeds by applying only the amount of power required to gradually slow the trailer at the same rate as the fow vehicle

## 0

### Frequently asked questions (continued)

**How does the brake control operate?** It is electrically connected to the tow vehicle's battery, stop (brake) lamp circuit, and to the brakes on a trailer through the electric trailer connector. A properly-installed control activates a trailer's electric brakes each time the brakes on the tow vehicle are applied. It can also be used to apply trailer brakes independently from the tow vehicle using a manual override.

What is a "sync" switch? Some timed brake control manufacturers allow the driver to adjust the time required to reach full preset power output when the vehicle's brake pedal is depressed. The adjustment can range from 1 to 6 seconds.



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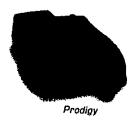
## he" only name in trailer brake controls

## Self-leveling proportional brake control

#### PRODIGY\*

- Motion control technology similar to the system in guided missiles
- Consistently applies power to brakes in proportion to vehicle's deceleration
- The only inertia control that works proportionately when backing up
- Controls brakes on one- to four-axle trailers
- Constantly adjusts to varying terrains
- Exclusive boost feature for more initial braking power when towing loaded trailers
- Digital display shows voltage delivery during braking
- Continuous diagnostic program checks for proper connéction and operation
- Limited lifetime warranty





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PERCENT PRESET POWER TO TRAILER BRAKES E

P-1 of 3

(exhibit # 3)

this is the only type of trailer broke control used by precreational vehicle sales in year.

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### Trailers change everything.

Stopping a vehicle seems simple. You step on the brake and steer to a halt. But the action becomes much more complicated with the addition of a trailer. Two objects, tied together by a one-point hitch, must stop at the same speed surely and smoothly. This brochure explains how brake controls work. It also shows how proportional braking systems can deliver better performance, greater efficiency and less brake wear.



## Some things are constant.

All types of trailer brake controls require the user to "tell" them "what" and "the condition of" the trailer brakes they will actuate during a stopping event. This is typically achieved by:

- Towing the trailer over a level surface between 25-30 MPH.
- The driver then independently actuates the trailer brakes using (squeezing) a manual override lever normally located on the front of the control.

With the override fully engaged the driver is instructed to increase the power output of the brake control to a point "just before trailer wheel lock-up". This process is designed to set the control for maximum power delivery without losing control of the trailer during stops.

known to fail in ! to 3 seconds

Example of a Proportional Brake Control

- A. Power Knob
- B. Manual Slide Knob
- C. Bi-Colored Light
- D. Level Knob

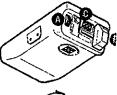
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Brake Control

- A. Power Knob
- B. Manual Slide Knob
- C. Bi-Colored Light

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exhibit# 3 P-1 of G F-3 = time acknowled Brake Control

was installed on Tullis suburban

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stopping under control

## Some things are constant.

exhibit 3

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A. Power Knob

B. Manual Slide Knob

C. Bi-Colored Light

D. Level Knob

A. Power Knob

B. Manual Slide Knob

C. Bi-Colored Light

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fail in 1 to

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Example of a Proportional
Brake Control

Example of a Time Accusted
Brake Control

Work

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of emergency me

the vehicle's brake pedal is depressed. Braking force rapidly reaches full power and stays as long as any vehicle pedal pressure is maintained.

While they basically "apply" the trailer brakes, timed controls have some disadvantages:

- Their preset braking power is typically 100% on or off. There's rarely an in-between for situations where you need gradual braking.
- Maintaining high preset power levels can cause erratic braking during the later stages of a high speed braking event. Heat expansion of the brake shoe and linings can cause this phenomenon.
- A low preset power level to circumvent the previous situation may not provide enough stopping force during emergency or sudden stops.
- limed controls don't differentiate between light and full pressure on the pedal

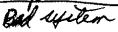
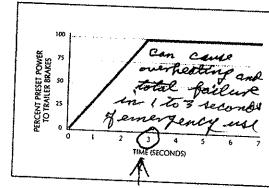




Chart 1 An example of timed-device performance



Braking force rapidly reaches full power and stays as long as any pedal pressure is maintained.

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## Today's towing demands better brake controls.

Not so long ago, hydraulic actuated trailer brake control systems required a mechanic to tap into a tow vehicle's master brake cylinder. When pressure was applied to the vehicle's brake pedal, hydraulic fluid changes were "sensed" by the brake control (mounted on the dash) which then activated brakes on the trailer at the same time. This type of control is not typically used on modern vehicles, due to their use of computerized ABS braking electronics and the better isolation of the engine compartment from the vehicle's passenger area.

#### The next step

Electric trailer brake controls without the means to detect vehicle deceleration became available as an alternative to hydraulic brake controls in the late 1980's. Installers were no longer required to tap into the master brake cylinder. These systems, still in use today, use a timed relay device to send a preset level of power to the trailer's electric brakes at a predetermined rate when



page 2 exhibit 3

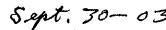
stopping under control

Lill Long



400 Valley Ave. NE P.O. Box 537 Puyallup, WA 98371

Forwarding Service Requested



## SERVICE REMINDER

OUR COMPUTER SERVICE RECORD SUGGESTS THAT YOUR VEHICLE IS DUE FOR **ROUTINE MAINTENANCE.**PLEASE CHECK YOUR MAINTENANCE LOG AND CONTACT US.

## "You Are A Valued Customer."

PLEASE CALL US BY 10/07/03 PHONE (253)845-8881 OR TOLL FREE 1-800-573-8881

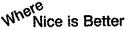
RE. 99 GMC SUBURBAN #3GKGK26J2XG532591

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CLINTON TULLIS 16300 184TH AVE SE RENTON, WA 98058-0903

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400 Valley Ave. NE, Puyallup

SERVICE HOURS MONDAY THROUGH FRIDAY 7:30 A.M. TO 6:00 P.M. SATURDAY 8:00 A.M. TO 4:00 P.M.

PHONE (253) 845-8881 TOLL FREE 1-800-573-8881

www.cornforthcampbell.com Email: service@cornforthcampbell.com

Collision Center Direct Phone (253) 848-7139







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(We had purchased our GM Suburban in May of 2003 at Cornforth-Campbell Buick and GM in Puyallup, Wa. One of the conditions of Purchase was that the Suburban would be equipped to supply the towing and braking essential for a 30 foot Wilderness Trailer that weighed 7000 pounds before loading. WE WERE THEN PROMISED THAT CORNFORTH-CAMPBELL WOULD FURNISH US THE BOOK ON USE AND MAINTENANCE OF THE SUBURBAN AND ON THE EQUIPMENT ATTACHED.

The salesman showed me the newly mounted Trailer Electric Control and told me that I only needed to slide the "side switch forward or back" to get expected response on the brakes. This was the way to feel if the trailer would pull back on the suburban without applying the Suburbans brakes. You should then slide the switch in the opposite direction to barely release the pull back and that would give you full breakage when the Suburbans brakes were applied. Also, to check the trailer brakes activating after making the above adjustment,

We were advised to "slide the activator located on the front of the control" back and forth and it would indicate the ability of the trailer to assist in stopping. This was occasionally performed and we were confident of the trailer controlling its own weight in stopping

[Prior to going on vacation to Oregons Southwest "Coast city" of Bandon, Oregon. Upon returning from a three day trip to Spokane, Washington, to a granddaughters graduation at Eastern Washington University; I pulled the wheels off of the trailer to make certain the lining and electric brakes were in good condition, and repacked the wheel bearings. I then adjusted the brakes to the recommendations of our trailer manual. The brakes linings and electric activators were in excellent condition as prescribed by the manual.]

RECEIPT OF THE PROMISED MANUAL ON THE ACTIVATOR WOULD HAVE AVOIDED PLAINTIFFS ACCIDENT AS PLAINTIFFS WOULD HAVE IMMEDIATELY REPLACED IT

The Timed Activator is not actively comparable to Inertia-activator with proportional sensors which take less than one-second to deliver 100% (one -hundred percent) of their full stopping power.

100% (one -hundred percent) of their full stopping power.

I made four trips to Cornforth-Campbell to pick up the owners manuals and never was attorded one which they continued to ignore as they also ignored maintenance to be provided to the Suburban under the warranty. The battery went dead, the starter failed, the headlights needed and received replacement, the lighting system had a loose wire at the battery terminal of which I completely soldered together. I cured the radiator water flow which caused overheating of the engine and I completely repaired the braking system as was recommended by the new Chilton Mechanics Manual of which I purchased from an Auto Parts store. The Suburban brakes had been pulling to the left when traveling on wet pavement. The improved Suburban Brakes were excellent. The Trailer Brakes were excellent. It was the trailer control that malfunctioned.

Unknown to us; the "Trailer Brake Control" newly installed by Cornforth-Campbell was not used by most, if any RV installers; as Tacoma RV explained to us on the third trip we made to contact them after the accident; Stated that Tacoma RV had not installed that type in years. They then gave us a book on the different types that are available.

The book then explained that the type of control on our vehicle, could completely malfunction and fail under heavy application in an emergency situation and that the digital controls or even a partial digital control was essential on Recreational trailers

Respectfully.

Clinton M. Tullis ProSe 16300-18th ave. S.E. Renton, Wa. 98058-0903 Phone and Fax (425) 226-7399 Cellular (206) 713-950 For Lewis County Court
On The Traffic Collision.
Where Plaintiffs: (Then Defendants)

Were Exonerated and dismissed.

P 1 of 2

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COMPLAINT

Clinton M. and Margaret L. Tuflis ProSe 16300-184<sup>th</sup> ave. S.E. Renton, Wa. 98058 phone: 425-226-7399 or 206-713-4950 1

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24 25 On July 18, 2004

At about 12 Noon, We drove through Portland Oregons heavy traffic at "a Miles per hour" initiated by others ahead of us. Even though, there was constant vehicles coming onto the Main North-South freeway, and occasionally a vehicle leaving the North South freeway onto a Portland residential or commercial area; There was never a vehicle that attempted to recklessly enter the lane in which we were traveling; which mostly "always is the right lane.

Upon entering Washington, We stopped in North Vancouver, Washington and loaded our forty gallon tank with gasoline. We then entered back onto Interstate 5, and proceeded North towards our home and destination. All traffic was very courteous and well respected by all trafficers, including us. On the hill, going North from Kelso. There was a Truck and Trailer that was heavily loaded and was traveling up the grade at about 45 Miles per hour. We followed him until reaching the top of the hill and then elected to pass the Truck and then pull back into the right lane to proceed to our destination.

Many a vehicle passed us and then pulled into the right lane or proceeded North in the left lane, whichever supplied their need or desire. We continued in the right Lane at whatever speed the vehicles in front of us were running, keeping from one hundred to one hundred seventy five feet behind. All of a sudden, The faster vehicles from the left lane cut in front of us to take advantage of the free space between our vehicle and the vehicle we were following; To then speed ahead and then cut back into the left lane to continue their traveling. We would drop back to assure a safer distance and then move up when the vehicles turned back into the left lane.

In the meantime, there was a large rig that sped past us and turned into the right lane ahead of us. When the traffic allowed, I pulled into the left lane and passed the big rig (truck and trailer) and then after passing several vehicles, when clear, I pulled back into the right lane to continue, holding my distance behind the vehicles in front of me.

At the Chehalis "North bound" turn off; A speeding vehicle cut about (5) five feet in front of me from the left lane, at about a 45 degree angle and onto the Chehalis turn-off. Then as we arrived at the Chehalis "North bound" on ramp, (2) two vehicles (one behind the other, cut in just in front of me. The second vehicle did not clear me more than 3 to 5 feet and entered into the left lane, totally ignoring the dangerous maneuver.

Knowing that at Centrailia, We would be confronted by the same type of road access possibly under like conditions to and from I-5, I determined that it may be safer to travel in the left lane until we cleared the area. I reasoned that it was after one O'Clock and Travelers may be going to, or returning to the freeway from and for lunch. Residents from the area would more than likely avoid the dangerous maneuvers that we had been subjected to. We continued in the left lane, keeping a distance of 150 to 175 feet behind the vehicles in

Just outside of Centrailia, I seen a vehicle suddenly pull left at about a 45 degree angle towards the concrete barrier and immediately applied the brakes; gradual at first; then realizing the road WAS BLOCKED. I applied full force on the brakes. I and Margaret both felt very comfortable about the distance between us and the stopped vehicles, being ample to completely control the stopping of our vehicle.

At this point, to my surprise, the trailer brakes did not appear to assist at all. I reached down and slid the trailer control to the full braking position and the control did not respond. Regardless, It seemed that we were slowing rapidly enough that we would not impact the vehicles in front of us but as it turned out, the trailer brakes not responding; overpowered us.

Unknown to us; We did not have enough weight for the Suburban to be able to completely, immediately stop; with only the Suburban Brakes. A Condition we could have easily remedied if we had known we had a trailer without brakes; by Loading three or four bags of sand; or we could have loaded all of our tools and equipment in the back of the Suburban instead of the convenience of the trailer compartments. Every day we towed the trailer, we would check the trailer brakes to make certain, the control was functioning.

P 2 of 2

1 1

CUSTOMER'S O	RDER NO. DEPARTMENT	DATE	<del></del>
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### OF CENTRALIA

1233 Alder Street Centralia, WA 98531 360/330-9441

#### Namo & Audrosk

MARGARET TULLIS 16300 184TH AVE SE

RENTON

WA 980580903

Room	114-11
Aπive Date	07/18/04
Dept. Date	07/19/04
Folio #	0
Room Rate	89.95
Account	2-CVISA
MkVSeg	0-TRAN

Page 1

Independently owned and operated by Akita, Inc.

1 authorize you to bill the full belance of my account to my credit card which was presented upon registration.

\_ Rapid Check-Out

The management is not responsible for any valuables not secured in safety deposit boxes provided at the front office. I agree that my liability for the charges is not waived and agree to be held personally liabile in the event that the indicated person, company or association falls to pay for any part or the full amount of such charges.

SIGNATURE

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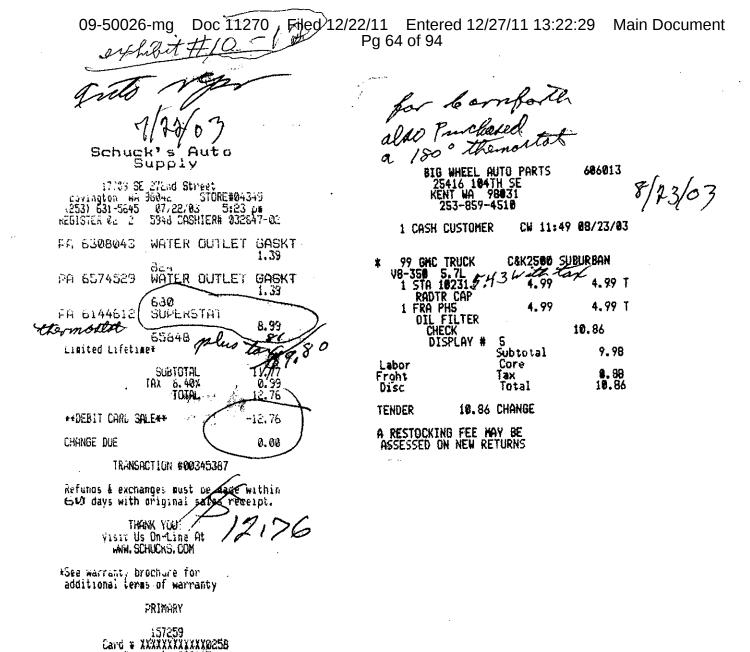
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Approval: 002417

< (CUSTOMER COPY)>

exhibits 10-12 Cedar Replay Tow 18015 S.E. Maple Valley (1987) Heaten, WA 98058 PHONE (425) 125 5255 24 hour Date\_ (7 O Y WOLH **WO#** Bill to: City, State: Owner: Address: Tei: VIN# DAIVER IMP [ MS. Winching 2nd Tow Truck Class Storage Mileage Jime Figure Time Stert Finish MIGROR Start Total Aller Hours Release Commenter Total Check No. \_\_ Date Raleage ii. Releaged by Bank Card [] Cash: AUTHORIZATION WITH THE TOTAL

P-12

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OF CENTRALIA

1233 Alder Street Centralia, WA 98531 360/330-9441

### Name & Address

MARGARET TULLIS 16300 184TH AVE SE

RENTON

WA 980580903

Room	114-11
Arrive Date	07/18/04
Dept. Date	07/19/04
Folio #	0
Room Rate	89.95
Account	2-CVISA
MkVSeg	0-TRAN

Page 1

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SIGNATURE

The management is not responsible for any valuables not secured in safety deposit boxes provided at the frost office, I agree that my liability for the charges is not waived and agree to be held personally liable in the event that the indicated person, company or association falls to pay for any part or the full amount of such charges.

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Work Authorized By

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**DEU LINENO** TRAILER HITCHES

623 MERIDIAN E. EDGEWOOD, WA 98371





Complete Truck & RV Installation Facility www.edgewoodnational.com

™Document

PHONE: (253) 927-3388

4WD, TRUCK and RV PARTS and ACCESSORIES

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NO ELECTRICAL PARTS RETURNED . NO RETURNS AFTER 30 DAYS OF SALE

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**EDGEWOOD TRUCK TOYZ** 

623 MERIDIAN E. EDGEWOOD, WA 98371

Complete Truck & SUV Installation Facility www.edgewoodtrucktoyz.com

> PHONE: 253 • 927 • 3388 FAX: 253+927+4519

12-26-03

NO RETURNS AFTER 30 DAYS OF SALE

NO ELECTRICAL PARTS RETURNED

INVOIDE # 88702-A

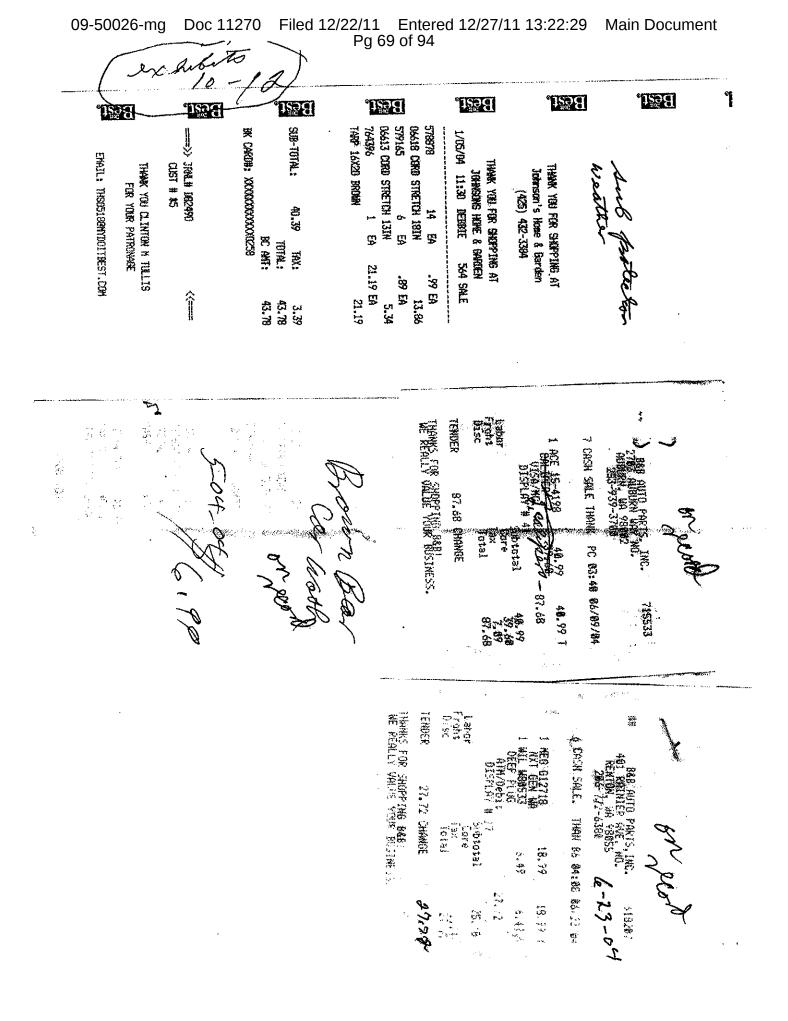
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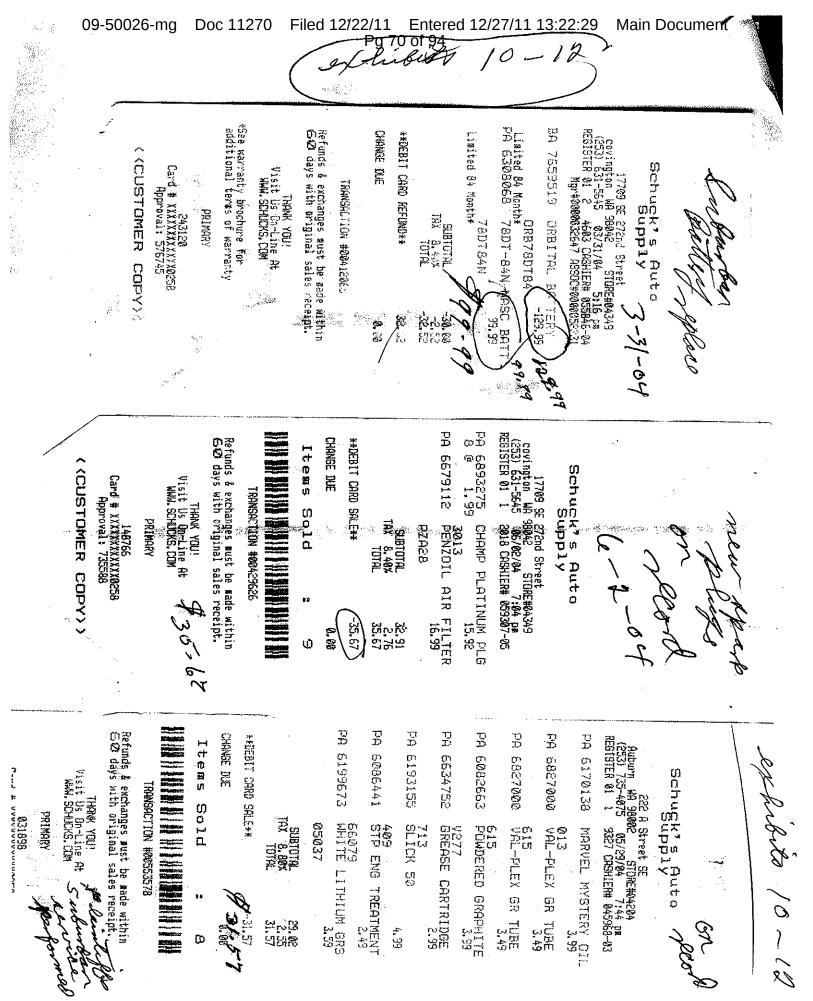
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#### EXHIBIT No. 5

#### Plaintiffs Mechanical Resume.

- 1. Plaintiff: Clinton M. Tullis performed mechanical work from childhood; On farm equipment, tractors, family and friends automobiles; Activating stalled trucks and loaders in shipyards that had refused to function because of world war 2 shortage of parts; Then tuning military officers and cadre vehicles at the Camp Roberts, California Infantry Training Center where I took seventeen weeks rugged infantry training in 1945 in preparation for the invasion of Japan, thwarted by the atomic bomb,; Then on farm equipment until I was thirty two years of age.
- 2. This latter was performed during Plaintiffs marriage and commencement of our family; and after two seasons of heavy hail storms out of four, costing heavy losses of our row crops; We decided to move to Margarets home town of Seattle to allow our children to choose their own destiny.
- 3. Plaintiff Clinton then worked as a Line mechanic for a freight Company for several years where I performed dozens and dozens of brake repairs and sometimes total replacements on Air Brakes, and Hydraulic brake systems and of course engine, transmission and power train rebuilding and/or vehicle general tune-ups inclusive of steering assemblies and balancing steering actions on the vehicles.
- 4. This was just prior to entering the Real Estate Industry for which Plaintiff is remaining self employed since 1967.
- 5. For one year prior to working for a large freight Company; Plaintiff Clinton worked for Mack Truck until a Christmas Layoff for several mechanics to wait for spring business to pick up. During this employment, I stripped a couple Logging Trucks that had been badly damaged; I stripped them to the rails and even removed the cross-members of the channel frames, Corrected the bends and dents and completely reconstructed the entire trucks inclusive of reusing all of the wiring, etc.
- 6. I refused to go back to Mack Truck as I could not afford to gamble on seasonal layoffs and didn't admonish having to work on several part time jobs including splitting days and weeks with other employees at Mack Truck in lieu of the winter lay-off to provide for my family. I didn't believe it was right for me to interfere with anothers seniority.
  - I also met the same rehtoric at two different tractor company's including a Michigan Equipment Co. and decided to apply for a job at Coast Lee and Estes Freight company where I stayed for five years prior to joining a Washington Building Firm as a Sub-Contractor in remodeling houses and Commercial Structures.
- 7. All of above to explain that I soon understood Cornforth Campbell deceit and really didn't know how to overcome it as we had already purchased and paid for the 1999 GMC Suburban before discovering their Warranty's and intent of negating performance to their promises was all a myth applied to performance of sales.
- 8. I do know that perjury is a crime and that the statute of limitations does not apply to Crimes of which Cornforth Campbell and GMC Advertisements are deliberate blow-ups of deceit to cause potential purchasers to drop their guard applicable to Mr. Good-Wrench and the flyers induced with and on the vehicle. Acts of Hypocracy and extended criminology.
- A recent acquired Washington State Commitment of Law states: There is no limitation on litigation awards to an injured party. General Motors and agency of Cornforth Campbell have over-cooked their Turkey.
- 10. This is qualified as to AID AND ABET: To actively, knowingly, or purposely facilitate or assist another individual in the attempted or attempted commission of a crime. Aiding and abetting is characterized by Affirmative Criminal Conduct and is not established as a result of omissions or negative acquisance. 24 A 2d 85, 87. Compare Accessory: One who Aids or contributes in a secondary way or assists in or contributes to crime as subordinate. See 216 So. 2d 829, 831. The failure to report the commission of a felony is sometimes itself a crime. An accessory does acts which facilitate others in commission or attempted commission of Crime or Avoiding Apprehension for Crime. (Apprehension: To seize, to arrest, to understand, to fear, filled with dread, suspicious). Complicity "mens rea" Accomplice; Liability is shared. Common "Mens rea": and Criminal Purpose is shared between Agent and Principal; See 233 P 2d 347.
- 11. All of above relating to Criminal Acts of Defendants was copied from Blacks Law Dictionary Eighth Edition by Garner and received from West Publishing Company.

P 1 of 2 PLAINTIFFS RESUME AND COMPLAINT

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### EXHIBIT No 5

- 12. Plus: Crimes Applied to Clinton And Margaret Tullis by Cornforth Campbell and added to, by General Chapter 9A RCW of Washington Criminal Code; Chapter 9A 04.110 which lists the many Crimes Motors Advertising as Mr. Good Wrench, falls under: committed by the Agency of Cornforth Campbell as (a)ntent: A person acts with intent or intentionally when he acts with the objective or purpose to
- (b) Knowledge: A person knows or acts knowingly or with knowledge when: (1) he is aware of a fact, facts, or circumstances or result described by a statute defining an offense; or (II) he has information which would lead a reasonable man in the same situation to believe that facts exist which facts are
- (c) Recklessness: A person is reckless or acts recklessly when he knows of or disregards a substantial risk that a wrongful act may occur and his disregard of such a substantial risk is a gross deviation from conduct that a reasonable man would exercise in the same situation.
- (1) Criminal Negligence: A person is criminally negligent or acts with criminal negligence when he fails to be aware of a substantial risk that a wrongful act may occur and his failure to be aware of such substantial risk constitutes a gross deviation from the standard of care that a reasonable man would exercise in the same situation.
- (2) Substitute for Criminal Negligence: Recklessness and Knowledge. When a statute provides that criminal negligence suffices to establish an element of an offense, such element also is established if a person acts intentionally, knowingly, or recklessly. When recklessness suffices to establish an element, such element also is established when a person acts intentionally or knowingly. When acting knowingly suffices to establish an element, such element also establishes if a person acts intentionally.

Chapter 9A.08.020; which advocates the Liability for Conduct of another: Complicity.

\$ 11 E

(1)A person is guilty of a Crime if it is committed by the conduct of another person for which he is legally accountable. This also applies to Agency and Corporations

P 2 OF 2

09-50026-mg - Doc 11270 Filed 12/22/11 Entered 12/27/11 13:22:29 Main Document AUBURN RAINIER AVE. NO. 2703 Aubum Way N. (253) 854-0464 BELLEVUE ENTON, WA 98055 **REDMOND** 16115 Redmond Way (425) 885-4146 10505 Main Street (425) 454-2495 206-772-6300 401 RAINIER AVE 400. RENTON, WA 98055 206-772-6380 38174° BURIEN RENTON 14307 1st Ave. S. (206) 243-2444 401 Rainier Ave. N. (206) 772-6380 4-3-04 FEDERAL WAY 1610 341st Pl., Ste. A SHIP TO: 5 CASH SALE. THAN ER 02:30 04/03/04 TACOMA 215 S. 72nd Street (253) 475-9018 SOLD FROM RENTON STORE 1 WIE W159C BRAKE SPRI 1 WIL W80622 burban Bake vipas 3.77 3.97 1 WIL W1334 4,99 4.79 1 1489539 1.99 WIL WISA BI 1.75 WEIGHT ORDER DATE 3.77 INV. DATE 3.99 } 36MM AXLE 02:28 ₽M 04/03/04 DESCRIPTION 03/04 CORE S0. 00 LIST DISPLAY # SELL EXTENDED KE SPRING Ŧ D Subtotal Lation 17.75 5.48 . SPRG TOOL 3.99 Core i rght 3.99 7 8.98 Tax HEX BIT bisc 4.99 1.75 4.99 Ţ iotal IM AXLE SKT 1.99 1.99 " MUEK T 22.80 50.80 CHANGE 8.99 8.99 28. 18-T WE, ۲ SP ORD Special Order Returns 1EV SUB-TOTAL 19.96 are subject to a 20% CORE restocking fee. IINESS. Schucks TAX Freight Charges are Auto Supply 75 LABOR non-refundable. 17620 108th SE 9 98055 STONE804329 3228 05/27/04 4:46 pm 2 3576 COSHIERO 057394-03 FREIGHT WA 98855 TOTAL REGISTER 84 PA 8322372 **G**UIET STOP Breas 1 PGD370QS Ltd Lifetime Harranty Excludes Hear PA 6089189 80/85W-90 GEAR DIL PA 6089189" 3.49 831 SYNTHETIC GEAR OIL 8.99 PA 6008205 401 RAINIER AVE RENTON, WA 98055 206-772-6380 75W90 SUBTOTAL 72, 47 6 CASH SALE. THAN GF 04:05 04/03/04 Configny Cospon 1 TRW 14-370-12 BRAKE PAD 1 LUB 11380 16 OZ WB G ATM/Debit \*\*DEBIT CARD SALE\*\* -78. 85 41.79 CHANGE DUE 0.00 41.79 1 2, 29 1.99 tems Sold 48.77 bor Subtotal 'ih t Core 44.78 sc lax. TRANSACTION #88464300 ۽ ج ج VER 48. 48.72 CHANG Refunds & exchanges must be made within 60 days with original sales receipt. THOMK YOU Milite ("Leel" More Glosten Photo 31 - 33916 region of Merchine applicable of the time of purchase theremes a exchanges must be made without

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PRIMARY

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The West's Largest Independent Tire Dealer

146200

SOLD TOCLINTON TULLIS

ACCT 386 99998 INVOICE 279911

**TOTAL** 

.00

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Customer co Partification Perchandise	ertifies there are no person to grant credit, or make to are made, custome rele	nel injury or other claims of a product adjustment and to ases, indemnifies and holds	any type whatsoever relating In an dispose of the merchandise togeth harmless Les Schwab therefrom.	y way to the above-d er with certain record	escribed merchand s	Customer understestigation. If any of the second seco	ands Les Schwab is aims relating to the	i relying on this
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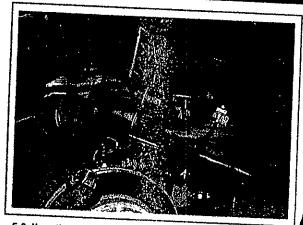
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exhibit #6

9-8 BRAKES on the life Front Brooks.

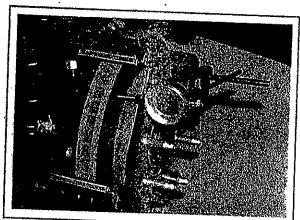
## 5 Brake disc - inspection, removal and installation



5.2 Hang the caliper out of the way with a piece of wire don't let it hang by the brake hose!



5.3 The brake pads on this vehicle were obviously neglected, as they were down completely and cut deep grooves into the disc - wear this severe means the disc must be replaced



5.4a To check disc runout, mount a dial indicator as shown and rotate the disc

Mis page is from the le helter INSPECTION Repair manual.

## • Refer to illustrations 5.2, 5.3, 5.4a, 5.4b, 5.5a and 5.5b

1 Loosen the wheel lug nuts, raise the vehicle and support if securely on jackstands. Remove the wheel and install the lug nuts to hold the disc in place.

→Note: If the lug nuts don't contact the disc when screwed on all the way, install washers under them.

Remove the brake caliper, it isn't necessary to disconnect the brake hose. After removing the caliper bolts, suspend the caliper out the way with a piece of wire (see illustration).

3 / Visually inspect the disc surface for score marks and other dan age. Light scratches and shallow grooves are normal after use and m not always be detrimental to brake operation, but deep scoring require disc removal and relinishing by an automotive machine shop. Be suff to check both sides of the disc (see illustration). If pulsating has been noticed during application of the brakes, suspect disc runout

4 To check disc runoul, place a dial indicator at a point about 1/2 inch from the outer edge of the disc (see illustration). Set the indicato to zero and turn the disc. The indicator reading should not exceed the specified allowable runout limit. If it does, the disc should be refinished by an automotive machine shop.

♣Note: When replacing the brake pads; it's a good idea to resurface the discs regardless of the dial indicator reading, this will impart a smooth finish and ensure a perfectly flat sign face, eliminating any brake pedal pulsation or other undesirable symptoms related to questionable discs. At the very least if you elect not to have the discs resurfaced, remove the glade from the surface with emery cloth or sandpaper, using a swirling motion (see illustration).

5 It's absolutely critical that the disc not be machined to a thick ness under the specified minimum thickness. The minimum wear (or discard) thickness is cast into the underside of front discs (see illustrated) tion) and on the outside of rear discs. The disc thickness can be checked with a micrometer (see illustration).



5.4b Using a swirling motion, remove the glaze from the

The left front dish was trimmed to the maximum obtain fell braking power on the Subject to we walled not be keep today if this had not seen yearless performed by Plaintiff belinton

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EXHIBIT # # 134 # 16

I was setting on the Passenger side of the front seat. I thought we were stopping and then suddenly it felt like we were floating down the road. Then we were climbing over the back right end of the wishicle in front I of us. Then our whicle dropped down, Thate when the air bag hit my chest, It was ver painful. There was a lot of smoke I though our suburban was on fire; but it was from the air bag. I believe the seat belt grabbed I me across my left breast and under my left arm, because it was very sore and tender for a long time, I was not able to lay on my left side. I had bruises on the front of my lireast and another bruise underreath of my left bread, eltwas about two morths before I mas able to sleep comfortable again

Margaret L. Jullis

P. # 3 of 3

EXHUBIT # 138#/4

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cornworth -campbell

exhibit #9

400 Valley Avenue N.E P.O. Box 537 Puyallup, Wa. 98371

1-800-573-8881 Fax 253-845-6084

April 03, 2003

Mr. Rob Campbell, Sales Manager

Dear Sir,

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In regard to your recent letter of inquiry:

No. 1. Mr. Ken Neilson was informed that the vehicle had all new brakes, of which was relayed to us to influence purchase.

This was not so and after many complaints as to problems with the braking being uneven (pulling to the left), and Service taking the attitude that I didn't know what I was talking about;

We took our second trip of pulling our trailer and went to possene, which was forced to make a hard stop and the vehicle pulled so hard to the left that I had to make a quick release and reapply the brakes to keep the vehicle from jack-knifing, while really holding the steering to the right, to control.

This happened twice in heavy traffic.

I thought the trailer might be the problem, so when I got to where I could test the system, I disconnected the trailer system and then at 60 mph, I applied the brakes hard and the Suburban again pitched hard left. I had thought it might be the trailers fault; but now know; it was the improper balance of the Suburbans braking system. My son in law pulled our trailer three different years to the Southwest Oregon Coast FOR US, with his FORD PICKUP and never had any trouble handling it. THIS SUBURBAN IS PLENTY HEAVY AND HAS AMPLE POWER TO HANDLE THE TRAILER. The problem we had should be rectified by Cornforth-Campbell.

I had felt the suburbans slightly, braking to the left; and complained to your Service department. Each time the manager tried it out, he failed to find it was a problem. Three times, I complained about the left brake, and was denied three times.

The first time, I complained about the vehicle pulling strongly to the right; your service found that the front disk brakes were not GM factory built and the right brake was changed to compensate. The left brake remains lousy or maybe it is the rear brakes.

I inquired about this to your mechanic and your shop manager; and was informed that

COMPLAINT -

Clinton M. and Margaret L Tullis ProSe 16300-184<sup>th</sup> ave. S.E. Renton, Wa. 98058 phone: 425-226-7399 or 206-713-4950

# 111

I had also complained about the headlights being too dim, The vehicl; e was supposed to be on warranty and all of the problems should have been resolved for safetys sake.

After denying the lights were not adequate and stating that some of the new vehicles were the same way; I went to a parts dealer in Edgewood and purchased two new light bulbs. This improved the lighting considerably. However, The right front lens distorts the beam and should be replaced. The light splits and throws off to the right The vehicle was supposed to be like new. "God Forbid".

We also had a problem with the vehicle overheating on our first trip, which was to S.W. Idaho. This was answered twice, with a sales comment from your Service Department, that the vehicle was supposed to run hot. B.S.; I put in a new Thermostat and only had the vehicle heat exceed 180 degrees once and this was when arriving home from Oregon and backing the trailer into our yard 2 weeks ago. I now realize this was because of a defective Radiater Cap of which I will replace today.

Also, The fourth time I brought the vehicle to your shop, They noticed that the vehicle was idling rough. They supposedly tuned the vehicle up. It now kicks back with too fast a timing, and idles 300 RPM faster than it should and got about two less miles per gallon of gas than we got on our first trip, which was to Idaho,.

In the past, I worked as a mechanic on heavy equipment for a couple of years and worked as a line mechanic on trucks of all types, heavy and light, for five and a half years. I did considerable brake work on Air-Brakes and Hydraulic. I have had to add a full or partial spring leaf to balance front axels for steering and braking. I have done miles of trailer and truck wiring. I have had to diagnose weak lights and rectify the problem. One Quarter of an inch thick lining was not adequate on any of our pick-ups or light trucks.

I think we have "been had" and the engine on this vehicle is too much for me to cope with.I cant hang over them any more.

It looks like I do not have any choice and will have to pull the wheels and repair my own brakes. The tune up and right head lamp lens will have to be taken care of by someone I hope my grandson may know. They will certainly be bound with a contract before they touch this vehicle. If I pull the wheels, I will know the brake problem of which I now know is highly inadequate.

Cornforth-Campbell should rectify the problems which are not massive for knowledgeable people to cure.

Your service appears to make a good vehicle into a lemon at this time. I will not further argue with them and the fact is, that we only had a short warranty that should have been adequate if the vehicle was as it was purported to be.

Last but not least; My window washer has quit. It hasn't worked for three weeks.

COMPLAINT of -6

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Clinton M. and Margaret L. Tullis ProSe 16300-184<sup>th</sup> ave. S.E. Renton, Wa. 98058 phone: 425-226-7399 or 206-713-4950 This is the second time I have mailed you this letter. If no answer from you,

The next time, the letter will be sent to the Attorney Generals of ice to see if the lemon law may apply.

I may choose to have another Company do the updating and then apply to the Municipal Court to see whom pays the bill. I would have sent this follow up letter much sooner, but have had a lot of apartment management business and Real Estate business to attend to.

### SINCERELY YOURS

Clinton . M. Tullis

16300-184th ave. S.E. Renton, Wa.98058 Ph.&Fax (425)226-7399 Cell:(206) 713-4950

P.S. We have really had good service recently, with Scarf Ford of Auburn and also in years past; with Good Chevrolet of Renton.

Below; I will copy a hand written letter given to your Service Department on about June 16, 2003; Just after the purchase:

To Cornforth Buick of Puyallup:

- 1. The engine in a 6 m ile run from East of Kent to Maple Valley Heights (Pulling a 7,000 pound trailer); ran the temperature to 280 degrees.
- 2. I want the fan belt and the thernostat removed, then the water jacket reinstalled. Fill with water, run the motor against its brakes until hot and check for head or ? leak by seeing if the water bubbles in the radiater. If not:

A know the thermostate only come in 160 × 190 Loggel an anxious

3. Replace the thermostat with a 165 or 170 degree, not a 190 degree plus thermostat.

Getting an engine hot is not a problem; eeping it cool or at proper running temperaures is a problem; regardless of engineering reccomendations.

- 4. Then: I want the top and bottom of the radiator flow checked from pressure off the bottom of the radiator to the top. The radiator may be lugged.
- 5. Replace the radiator cap with a new pressure release cap.
- 6. If this doesn't suffice; Replace the radiator with a new higher capacity radiator.
- 7. Make certain the air flow in the radiator is tops. This could also be a problem. The radiator may need a boil out, by an accredited radiator shop, or maybe in your hot-tank.

COMPLAINT of 6

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Clinton M. and Margaret L Tullis ProSe 16300-184<sup>th</sup> ave. S.E. Renton, Wa. 98058 phone: 425-226-7399 or 206-713-4950

I certainly hope this does not ruin our short vacation plans to the Idaho Cascade Lakes.

We trusted you people or we wouldn't have purchased the vehicle at any price.

P.S. After we left your shop without getting any reprieve or consideration on the heating or on the brakes; The vehicle again heated on me and the lights were remaining very dim.

Consequently, First, I went to a parts dealer, purchasesd and installed new lights and then after the vehicle again heated on me, I determined the problem was most likely with a faulty thermostat that only worked part time and went to another parts store and purchased a new thermostat. This took care of the entire heating problem on the trip, but upon arriving home; the vehicle again heated to the boiling point upon backing the trailor into our yard. The next day, I again went to Schucks Auto Parts store, Where I purchased and installed a radiator cap.

- Since, We have spent two weeks running up and down the Oregon Coast. The temperature has not risen above 180 to 190 degrees in extremeely hot weather. No thanks to your Service
- (2) Our lights are considerably brighter even though the battery does not seem to be in the best condition, except the right headlamp appears to be distorting the right beam.

(3) The engine: 1. Always kicks back when starting, showing that the timing is a little fast.

2. Idles 300 RPM too fast

(4) The Window Washer Does Not Work.

upon provehere of total Head (5) The brakes are now adjusted fairly even and give me good braking on full pedal. (I have not tried them under a heavy trailer load). I also had to add quite a bit of hydraulic fluid after bleeding and adjusting the brakes. This is the fourth time I have had to add brake fluid.

I should not have to personally remedy any of the Nos (2), (3), (4), or (5) if the master cylinder, a wheel cylinder, or whatever is leaking the fluid.

This type of work is too much on me any more and I will have to hire it done if Cornforth-Campbell renigs on the service to which I feel they owe me

Sincerely ours,

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Clinton M. Tullis 16300-184th ave, S.E.

> Renton, Wa. 98058-0903 Phone and fax (425) 226-7399

Cell (206) 713-4950

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- (3) The engine: 1. Always kicks back when starting, showing that the timing is a little fast. 2. Idles 300 RPM too fast.(I HAVE BEEN INFORMED THAT THE FACTORY RECOMMENDS 800 rpm). THIS DOESN'T CURE "THE KICK-BACK, IN TIMING" 2500 to 600 RAM 5 ufficient for

(4) The Window Washer Does Not Work.

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This type of work is too much on me any more and I will have to hire it done if Cornforth-Campbell renigs on the service to which I feel they owe me.

Additionally, Yesterday; Wednesday, September 10th, 2003; I drove the vehicle about 60 niles in the rain. The left front wheel grabbed and chattered and did not brake good in the wet weather. It also skidded a little on the braking application; I BELIEVE IT IS NOT A NON-SKID (NON-LOCK) BRAKE ON THE LEFT FRONT OF THE VEHICLE, AS IT IS SUPPOSESD

Sincerely Yours,

Clinton M. Tullis -

16300-184th ave, S.E.

Renton, Wa. 98058-0903

Phone and Fax: (425) 226-7399

Cell (206) 713-4950

Staintiffs

(We) had purchased our GM Suburban in May of 2003 at Cornforth-Campbell Buick and GM in Puyallup, Wa.

One of the conditions of Purchase was that the Suburban would be equipped to supply the towing and braking essential for a 30 foot Wilderness Trailer that weighed 7000 pounds before loading. WE WERE THEN PROMISED THAT CORNFORTH-CAMPBELL WOULD FURNISH US THE BOOK ON USE AND MAINTENANCE OF THE SUBURBAN AND ON THE EQUIPMENT ATTACHED.

The salesman showed me the newly mounted Trailer Electric Control and told me that I only needed to slide the "side switch forward or back" to get expected response on the brakes. This was the way to feel if the trailer would pull back on the suburban without applying the Suburbans brakes. You should then slide the switch in the opposite direction to barely release the pull back and that would give you full breakage when the Suburbans brakes were applied. Also, to check the trailer brakes activating after making the above

We were advised to "slide the activator located on the front of the control", back and forth and it would indicate the ability of the trailer to assist in stopping. This was occasionally performed and we were confident of the trailer controlling its own weight in stopping.

[Prior to going on vacation to Oregons Southwest "Coast city" of Bandon, Oregon. Upon returning from a three day trip to Spokane, Washington, to a granddaughters graduation at Eastern Washington University; I pulled the wheels off of the trailer to make certain the lining and electric brakes were in good condition, and repacked the wheel bearings. I then adjusted the brakes to the recommendations of our trailer manual. The brakes linings and electric activators were in excellent condition as prescribed by the manual.] RECEIPT OF THE PROMISED MANUAL ON THE ACTIVATOR WOULD HAVE AVOIDED

PLAINTIFFS ACCIDENT AS PLAINTIFFS WOULD HAVE IMMEDIATELY REPLACED IT The Timed Activator is not actively comparable to Inertia-activator with proportional sensors which take less than one-second to deliver 100% (one -hundred percent) of their full stopping power.

I made four trips to Cornforth-Campbell to pick up the owners manuals and never was afforded onewhich they continued to ignore as they also ignored maintenance to be provided to the Suburban under the warranty. The battery went dead, the starter failed, the headlights needed and received replacement. the lighting system had a loose wire at the battery terminal of which I completely soldered together. I cured the radiator water flow which caused overheating of the engine and I completely repaired the braking system as was recommended by the new Chilton"Mechanics Manual" of which I purchased from an Auto Parts store. The Suburban brakes had been pulling to the left when traveling on wet pavement. The improved Suburban Brakes were excellent. The Trailer Brakes were excellent. It was the trailer control

Unknown to us; the "Trailer Brake Control" newly installed by Cornforth-Campbell was not used by most, if any RV installers; as Tacoma RV explained to us on the third trip we made to contact them after the accident; Stated that Tacoma RV had not installed that type in years. They then gave us a book on the different types that are available.

The book then explained that the type of control on our vehicle, could completely malfunction and fail under heavy application in an emergency situation and that the digital controls or even a partial digital control was essential on Recreational trailers.

Respectfully,

Clinton M. Tullis ProSe 16300-18th ave. S.E. Renton, Wa. 98058-0903 Phone and Fax (425) 226-7399 Cellular (206) 713-950

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from influtofies accurations.

Clinton M. and Margaret L Tullis Prose
16300-184th ave. S.E. Renton, Wa. 98058

phone: 425-226-7399 or 206-713-4950

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portfolio

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port-fo-li-o (port-fo'-li-o) n. case for holding losse documents, drawings, etc.; office of a minister of state [L. portare, to carry; folium,

port-hole (port'-hol) n. window in side of ship [L. porta, gate].
por-ti-co (por'-ti-ko) n. (Archit.) a row of

por-ti-co (pōr'.ti.kō) n. (Archit.) a row of columns in front of the entrance to a building; a covered walk [I. porticus].

por-tion (pōr'.shan) n. a piece; a part; a share; a helping of food; destiny; lot; a dowry; v.t. to divide into shares; to give a dowry to. -less a. [I. portio].

por-tray (pōr.trā') v.t. to represent by drawing, painting, acting, or imitating; to de-

ing, painting, acting, or imitating; to describe vividly in words. -al n. the act of portraying: the representation. -er n. portrait (por'-trāt) n. picture of a person, esp. of the face: a graphic description of a person in words, portraiture n. the art of portrait painting [L. protrahere, to draw forth].

Portuguese (portahere, to draw forth].

Portugal, its inhabitants, or language.

pose (pōz) n. attitude or posture of a person pose (pōz) n. attitude or posture of a person, natural or assumed; a mental attitude or affectation; v.t. to place in a position for the sake of effect; to lay down or assert; v.t. to assume an attitude; to affect or pretend to be of a certain character [Fr. poser, to place].

pose (pōz) v.t. to puzzle; to embarrass by a difficult question. -r n. [short fr. oppose].

posit (pāz'.it) v.t. to place or set in position; to lay down as a fact or principle [L.]

tion; to lay down as a fact or principle [L.

tion; to lay down as a fact or principle [L. ponere, positium, to place].

possition (pa.zish'.an) n. place; situation; the manner in which anything is arranged; posture; social rank or standing; employment [L. ponere positium, to place].

positive (paz'.a.tiv) a. formally laid down; clearly stated; absolute; dogmatic; of real value; confident; not negative; plus; (Math.) pert. to a quantity greater than zero; (Gram.) denoting the simplest value of an adjective or adverb; (Collon,) utter; downright; n. the positive degree of an adjective or adverb, i.e. without comparison; in photography, a print in which the lights and shadows are not reversed (as in the negative). -ly adv. -ness in which the lights and shadows are not reversed (as in the negative). -ly adv. -ness n. positivism n. the philosophical system which recognizes only matters of fact and experience. Positivist n. a believer in this doctrine. — pole, of a magnet, the north-seeking-pole. — sign, the sign (+ read plus) of addition [L. ponere, positum, to place].

positron (paz'.a.trān) n. particle differing from an electron in that it has positive electrical charge; a positive electron.

posse (pas'.i.) n. a company or force, usually with legal authority: men under orders of the sheriff, maintaining law and order [L. posse, to be able].

possess (pa.zes') v.f. to own or hold as

to be able].

possess (pa.zes') v.t. to own or hold as property; to have as an attribute; to enter into and influence, as an evil spirit or passions. -ed a. influenced, as by an evil spirit; demented. -ion n. the act of possessing; ownership; actual occupancy; the state of being possessed; the thing possessed. -ive a. denoting possession: n. (Gram.) the possessive case or pronoun. -ively adv. -or n. [L. possidere, possessum, to possess].

sive case or pronoun. -1vely adv. -or n. [1... possidere, possessum, to possess].

pos-si-ble (pàs'-a-bl) a. capable of being or of coming into, being: feasible, possibly adv. possibility n. [L. possibilis].

pos-sum (pàs'-sam) n. (Collon.) an opossum. to play possum, to feign; to pretend; to deceive [fr. opossum].

nont (pōst) n. a piece of timber or metal, set

post (post) n. a piece of timber or metal, set upright as a support; a prop or pillar; v.t. to attach to a post or wall, as a notice or adverplacard for posting [L. postis].

post (post) n. a fixed place; a military station or the soldiers occupying it; an office or position of trust, service, or emolument; a trading settlement; formerly, a stage on the road for riders carrying mail; v.t. to station or place; v.i. to inform; to travel with speed. "age n. the cost of conveyance by mail. "al a. pert. to the post office or mail service. "man n. one who delivers mail. "mark n. a post office mark which cancels the postage stamp and gives who delivers mail. "mark n. a post office mark which cancels the postage stamp and gives place and time of mailing. "master n. the manager of a post office. "master general n. the chief of the post office department of a government. — card n. a stamped card on which a message may be sent through the mail. "haste adv. with great speed. — office n. an office where letters and parcels are received for distribution; the government postal department. -age stamp n. an adhesive stamp, affixed to mail to indicate payment [L. ponere, to place].

ponere, to place].

post- (post) adv. and prefix fr. I. post, after, post- (pôst) adv. and prefix fr. L. post, after, behind, used in many compound words. -date r.l. to put on a document, letter, etc., a date later than the actual one. -diluvian a, living or happening after the Flood. -graduate a. of academic study, research, etc., undertaken after taking a university degree. -impressionism n. a movement in painting, sculpture, etc. which aims at artistic self-expression, or subjective as opposed to objective representation of things. -mortem a, after death: n. the dissection of a body after death: representation of things. —mortem a. after death: n. the dissection of a body after death: an autopsy. —natal a. after birth. —primary a. of education, beyond the elementary school. posterior (pas.ti'.ri.er) a. coming after; situated behind; later; hinder: n. the rump.—ly adv.—ity n. the state of being later or subsequent. posterity (pas.ter'.at.i.) n. future generations [L. posterus, behind]. postern (pos'.tern) n. a back door or gate; a. rear: private [L. posterus, behind]. post-hu-mous (pas'.cha-mas) a. born after the death of the father: published after the

a. rear: private [L. posterus, behind].

post-hu-mous (pas'.cha.mas) a. born after
the death of the father; published after the
death of the author; occurring after death.

-ly adv. [L. postamus, last, but confused with
L. humus, the ground].

post-til-ion, postillion (pōs-til'-yan) n. the
rider mounted on the near horse of a team
drawing a carriage [Fr. postillon].

post-pone (pōst-pōn') v.t. to put off till a
future time; to defer; to delay.—ment n.—r n.
[L. post, after; poncre, to place].

post-pran-di-al (pōst-pran'-di-al) a. afterdinner (L. post, after; prandium, repast].
post-script (pōst'-skript) n. something added
to a letter after the signature; abbrev. P.S.
[L. post, after; scribere, scriptum, to write].
post-u-late (pas'-cha-lāt) v.t. to assume without proof; to lay down as self-evident; to
stipulate: n. a prerequisite: a proposition assumed without proof. postulant n. one who sumed without proof. postulant n. one who makes a request or petition; a candidate, esp. for admission to a religious order. postulation n. [L. postulare, to demand]. posture (pas'-cher) n. the position of a body. figure, etc. or of its several members: attitude:

posture (pas'-cher) n. the position of a body. figure, etc. or of its several members; attitude; v.i. to assume an artificial or affected attitude. postural a. [L. ponera, positum, to place]. po-sy (pō'-zi-) n. a bouquet; a flower [poesy]. pot (pāt) n. a rounded vessel of metal, earthenware, etc., used for cooking, holding fluids, plants, etc.; the contents of a pot; (Slang) a large sum of money; v.t. to plant in pots; to preserve (as inm, chutney, etc.). pr.p.—ting. pa.p. and pa.t.—ted.—bellied a. corpulent.—hole n. cavity formed in rock by action of stones in the eddy of a stream; a hole in the roadway.—luck n. whatever may happen to have been provided for a meal.—shot n, a shot at random [O.E. pott].

P#//

as our left front wheel slowly climbel upon the center of the vehicle in front of us I quickly released the broke pedal to allow the front wheel to votate of clinb instead of impacting. I then forced the steering to the full right turn of lamined the brake predeldown hard of the right wheel grabbed into the pavement of thew us off the Vehicle in front & we slowly cropped around along take of the & Vehicle in our immediate front. gargarets head was against the right door window glass & I reached our & pulled her head back for the protection the Vehicle frame work between the two right side doors. I thought we may go down on our right tide, halfway over a roll. Thus holding The steering had right with only my left hand which (strained) my left hand & windt gallo injured A pressured from the response of an air-bag explosion the act pulled the lipsoments on my left writing placing me in a cast & lots of pair for almost I was really in fear of margaret getting her head impacted & possibly through the glass-Luckily, our vain attempt at stopping the forward motion of our vehicle of trailer gave the cars in the right land enough time to pull out of the way to make room for us to pass the vehicles on the left Lane whom were setting still as they had already impacted, we both thought we were on fire and I was afraid of an explorion from a full iso fallow tank of gas procured about & hour earlier. Solution M. Rullis

F1. of 3 | EXHIBIT # 5 7#16

### ENDANGERMENT TO THE ENTIRE PUBLIC

(1). Neglect of GMC Leadership and many other Manufacturers of vehicles "World Wide" should have responsibility adhered to in the extreme for dollars gained by Agencies through False Advertising and Crucial Neglect of keeping Vehicles safe for use on State, County and City Roadways, Disregarding the threats to the Publics safety and Lives towards sudden Death or horrendous Injury's prevailing through their incompetant, negative actions and considerations.

- (2). They should not only be held monetarily accountable, but should also serve time in jail to accommodate their unnecessary criminal acts by negating proper production.
- (3). All vehicles, whether new or used, must be examined thoroughly and brought up to safety standards before turning loose on our roads.
- (4). Our judges and Politicians, whether heads of Policing Agencies that deny or avoid the matters or similar matters should be positively instantly removed and denied their retirement funds. Penalty's analagious to Judges and Politicians causing or bypassing causes of injury's and injurying citizens mentally or physically should not be tolerated at all,
- (5). Advertisements by Automobile manufacturers and their Agency's World Wide, should be based on Truths; Not just on Public Trusts.
- (6). They should be denied their product sales in any city, county, or state for at least One-Year, on each and every discovery of improper assembly or repairs.
- (7). I personally called (after much trouble in locating), a sales manager for Toyota and told him "My Suv" was assured of doing 16 Miles per Ga; llon of gasoline and I was only getting
- (8). I told him, I wanted a phone number or address of an official at the United States Plant to make a personal appointment for driving my Suv to his Factory and have the engine tuned to deliver my travels increased, to sixteen Miles Per Gallon.
- (9). He laughed and told me that they could not or would not accommodate me; as the Miles per gallon was only a part of legal sales pitches to sell vehicles of which there is no violations of law. He evidently has not heard of perfury : Fraud.
- (9a). In other words, don't believe what you hear; It is only to over-whelm other agency's and increase purchases to the ignorant Public.
- (10). This has got to stop. Both new and used vehicles to be sold; Do increase and enhance the highways and road deaths.
- (11). An assist to control the population count. WE WANT THE ENTIRE GOVERNMENTS Procedures, TO RETURN OUR NATION TO ITS FOUNDATION, and of which it will influence the major portion of other nations to follow suit; with demanded honesty and complete expected proper assembly of vehicles to comply with honest advertisements.

P. 1 of 3.

char were no properly

- (12). REMEMBER: Our Nation: A Republic for which it stands: One Nation Indivisible, with Liberty and Justice for All. (12a). Lets take it back to the people and the Pride of the World.
- (13). Lets enforce our Attorneys and Judges with belief in proper principals (Honesty); (13a). Lets hit our teaching of Lawyers and Judges to conform with honesty; Not overwhelming by Power and Seduction of our innocent..
- (13b). Fire the Crumbs including canceling our Tax Money to the Colleges, etc. that preach to Do whatever is necessary to win. The stupid Judges love a good show and should be home looking at TV programs, while the judges neighbors are running over their Kids with vehicles that should not have been on the road because of inapproriate control being hidden by the
- (14). In our World today; We are overloaded with Politicians, and Political Proponents and Advisors that may not even know or realize that they are also amoungst the endangered Public that fall victim to the errors and known discrepancies, that Auto Dealerships, Agency's and Manufacturers can bypass by, paying for individual Political Status votes and

(14a). They should look at every one they meet, travel alongside of, or pass; may at any moment blow a tire, lose their steering control, find their brakes insufficient, their lights to go out, anything to thwart their arriving at their previous planned destination and all too often to arrive at their unplanned journey to a hospital or final stop at a morgue.

- (15). Injurys or Deaths caused by automobiles are on TV stations and in news papers daily. Most of this is because of vehicle problems ignored by Dealers, and not completed at or by Agencys because of moving through the assembly llines so fast, with out proper supervision or enough mechanics to properly complete the assembly's and are sent to the trust of unknowledgeable purchaseres.
- (16). Please don't take this in as ignorance. I was a darned good mechanic earlier in life and realize when something is neglected of which very few on the roads know until it is too late;
- (17). TO BEGIN WITH,: REMOVE THE CRUISE CONTROLS.
- (17a). They are a big cause of roads and residential areas deadly accidents.
- (17b). You cant turn them off when fighting airbags.

£ :

- (17c). You cant turn them off when someone else is forcing you sideways of which you cant always get to the brakes that may also not be in proper condition for sudden control.
- (17d). If you are too tired to operate the throttle with your foot, you are too tired to travel and this will help shorten your life span no matter what you try.
- (18). Before you buy; Take your exciting vehicle to a mechanic to check out underneath for the steering, tires and wheels and the engine etc. under the hood after which; have him take you for a few miles run on the freeway for his final test. If the dealer will not allow this; You have already won a good cause and better go to another dealer.

P. 2 of 3.

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- 19. This information is meant for everyone driving a vehicle to consider; No matter how old or how new, ignoring the truth, subjects the drivers and anyone they meet or pass is in danger of serious injury's or sudden death, for abuse or use as expressed above.
- 20. The Politicians have established, vehicle "Emision Control Inspections' of vehicles; and are provided with equipment and personell to determine the condition of whether the vehicles need nurtured to supposedly save the climate.
- 21. They should develop or appoint shops for thorough examinations on each vehicle sold whether new or used, before allowing any of them to be used on the roads or to place any party, lot, or agency in a heavy monetary punishment penalty if they sell a vehicle that should not be on the roads and highways.
- 22. I am planning on bringing the above to Washington State Legislature for hopfully igniting new laws and restrictions of new and used vehicle dealerships or individuals methods of sales of a vehicle not in condition to be used on the roads and highways of the State.
- 23. This is not a game to be playing. An automobile Insurance policy cannot bring those killed or injured, back to their former plane of survival.

THE ABOVE HAS ALL TOO OFTEN HAD PORTIONS TO BE OVERLOOKED AND /OR BYPASSED BY POLITICIANS, WHOM WERE FINANCIALLY SUBSIDIZED BY THE AUTOMOBILE DEALERSHIPS, CRIMES OF UNNECESSARY ENDANGERMENT TO THE PUBLIC.

Clinton M. Tullis 16300-184th ave. S.E. Renton, Wa. 98058-0903 425-226-7399 or 206-713-4950 ccmtullis@juno.com

Plaintiffs would be delighted if the Court and the Jurors would all sign their names, addresses and phone numbers on the back of PLAINTIFFS COPIES FOR TRANSITION TO Olympis.

This would not be the first time I have asked for help from citizens and received an absolute response from a Governmental Agency to change their Policies.

Maybe, One of you would be glad to be the courier of this list and I will be glad to assistif you desire.

So that you can diagnose what my assist would perform; I am the party that pulled the Seattle Parks Supervisor and the Maintenance Leaders to the Delridge Way Parks Building for a three hours of details on thwe inadequacy of the functioning of Lighting the Parks and of constructing proper intended use and facilities for public use were ready for strong enough for clean-ness, etc. Recreation Departments since have given the maintenance the use rosters and every thing has been on time and in top condition ever since.

Another time, I came into the West Seattle Boat Ramp in the P. 3 of 3. dark and found an angry crowd with their vehicles all tagged with a big bill from Diamond Parking. Within two Reeks, The Seattle Parks agreed to clean up all Parking and Boating needs and Boat Locks, Library and other facilitiess that

PHZY

Draw a diagram of the accident showing the direction of the vehicles and the point of accident. Show street names and location of street signs, stop signs, lights, etc.  OTHER VEHICLE:  Stopped in traffic  Moving  Legally parked  Describe any other damage or pertinent information below:
---

CENTER

COLLISION

wohaving remiles

around after proclaimed

## In case of an accident, handy record keeper. be prepared with this

# COMPLIMENTS OF:

Kurt Johnson, Manager Corner of East Pioneer & 2nd St. S.E. Cornforth-Campbell Collision Center



PHONE:

(253) 848-7139 **HOURS:** 

Monday-Friday 8 AM-5:15 PM

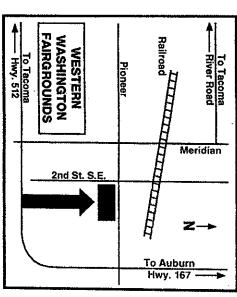
Approved Auto **Body Repair** 

Washington

# ACCIDENT RECORD

09-50026-mg Doc 11270 Filed 12/22/11 Entered 12/27/11 13:22:29 Main Document Pg 91 of 94

Corner of East Pioneer & 2nd St. S.E. in downtown Puyallup
Phone (253) 848-7139



# Comforth Campbell Collision Center Offers:

THE OTHER PARTY

 Over 30 years of experience serving the paint and collision repair needs of greater Pierce County

Phone.

Name \_ Address

B #

Registered owner of vehicle:

- Computerized estimate and digital photo transmission capability to speed insurance claim handling
- I-CAR, ASE, and General Motors Trained Technicians
- AAA Approved
- Full frame and unibody repairs

THE OTHER AUTO

Policy Number

Insurance Company

License #

State Year\_

Make/Model

Color

Number of passengers

- Factory original paint finishes produced in a state-of-the-art downdraft spray booth that bakes finish coatings at 145°
- 4 wheel alignments to prevent premature tire wear after collision repair
- Environmentally friendly handling and recycling of all hazardous waste materials

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CENTE	
CORNIFORTH CAMPBELL MOTORS OLLISION CENTER	

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Report #	
Department	
Was there a police report taken?	Z
Address	
Name	
Was there a witness?	Z
Address	
Name	
Other?	
Your Passenger?	
Pedestrian?	
Was anyone injured?	*
City	٠.
Street(s)	
Where did it happen?	\$
Time	
Date	
When did the accident happen?	<
ACCIDENT INFORMATION	
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P.7-0F-+ BIL

## SERVICE # 1

CHANGE ENGINE OIL AND FILTER LUBRICATE CHASSIS EVERY 3,000 MILES

VISUALLY INSPECT VEHICLE INCLUDING TIRES,

SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS

**INSPECT INTAKE AIR FILTER** CLEAN ALL GLASS VACUUM INTERIOR INSPECT WIPER BLADES

CHECK ALL FLUIDS

## SERVICE #2

6,000/81,000/99,000 MILES DUE @6,000/21,000/36,000/51,000/

CHANGE ENGINE OIL AND FILTER LUBRICATE CHASSIS ROTATE TIRES INSPECT FRONT AND REAR BRAKE SYSTEMS

VISUALLY INSPECT VEHICLE INCLUDING TIRES, CHECK ALL FLUIDS SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS

INSPECT INTAKE AIR FILTER VACUUM INTERIOR CHECK COOLANT PH AND INSPECT WIPER BLADES CLEAN ALL GLASS

FREEZE PROTECTION

VACUUM INTERIOR CLEAN ALL GLASS CHECK ALL FLUIDS

INSPECT CABIN AND INTAKE AIR FILTER

CHECK COOLANT PH AND INSPECT WIPER BLADES

FREEZE PROTECTION





## SERVICE #3

TATIONES OF THE TAXONS TO THE TAXONS TO THE TAXONS TO THE TOTAL OF THE TAXONS TO THE T

CONTROL TO A CAMPAGE SOLD ON CIVE TO DIME

DUE @ 15,000/45,000/ 75,000/105,000 MILES

ROTATE TIRES **LUBRICATE CHASSIS** CHECK 4 WHEEL ALIGNMENT INSPECT FRONT AND REAR BRAKE SYSTEMS CHANGE ENGINE OIL AND FILTER

CHECK ALL FLUIDS VACUUM INTERIOR **CLEAN ALL GLASS** VISUALLY INSPECT VEHICLE INCLUDING TIRES, REPLACE FUEL FILTER SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS

## **SERVICE #4**

INSPECT INTAKE AIR FILTER

DUE @ 24,000/48,000/ 72,000/96,000 MILES

SERVICE THROTTLE BODY VISUALLY INSPECT VEHICLE INCLUDING TIRES, CLEAN FUEL INJECTION SYSTEM CHANGE ENGINE OIL AND FILTER LUBRICATE DOOR HINGES AND LUBRICATE CHASSIS SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS WEATHERSTRIPS



# **SERVICE #5**

DUE @ 30,000/60,000/90,000 MILES

INSPECT FRONT AND REAR BRAKE SYSTEMS CHANGE ENGINE OIL AND FILTER ROTATE TIRES LUBRICATE CHASSIS

CHECK 4 WHEEL ALIGNMENT REPLACE AIR FILTER

FLUSH AUTOMATIC TRANSMISSION AND REPLACE FUEL FILTER REPLACE FLUID

VACUUM INTERIOR **CLEAN ALL GLASS CHECK ALL FLUIDS** VISUALLY INSPECT VEHICLE INCLUDING TIRES REPLACE POV VALVE INSTALL FUEL SYSTEM CLEANER ADDITIVE SHOCKS, EXHAUST, HOSES, BELTS AND LIGHTS

REPLACE TRANSMISSION FILTER AS NEEDED. REPLACE SPARK PLUGS - SOME MODELS FLUSH AND REPLACE ENGINE COOLANT @ 100,000 MILES ONLY - ADDT'L COST. ASK FOR QUOTE ADDT'L COST, ASK FOR QUOTE. SOME MODELS @ 100,000 MILES ONLY ADDT'L COST. ASK FOR QUOTE

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ECOMMENDED MAINTENANCE PONTIAC: GM

ADD TO RESURFACE 2 DRUMS ..... ADD TO RESURFACE 2 ROTORS ..... .....\$ 50.00 .....\$ 80.00

```REPLACE FUEL FILTER - LABOR ONLY. RECOMMENDED EVERY 15,000 MILES. DIESEL EXTRA COST ... \$ 40.00

COOLING SYSTEM FLUSH: INCLUDES FLUSH, PRESSURE TEST, VISUALLY CHECK HOSES, CAP, AND CONNECTIONS, INSTALL FRESH COOLANT AND CORROSION CONTROL KIT.

AUTOMATIC TRANSMISSION FLUSH - INCLUDES FLUSH OF COOLER, TORQUE CONVERTER, AND CARS...... \$ 99.95

REPLACE WITH NEW FLUID AND CONDITIONER. PARTS AND LABOR TRANSMISSION USING CLEANER TO REMOVE VARNISH AND SLUDGE

FILTER REPLACEMENT EXTRA COST. RECOMMENDED EVERY 30,000 MILES

93 of 94

SUPERCHARGER SERVICE ...... MAIR CONDITIONING SERVICE - INSPECT SYSTEM, CLEAN CONDENSER, CHECK OPERATION ..... TRUCKS .......\$139.95 92.75 56.00

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8:00A.M. TO 4:00P.M. ハム・ある SATURDAY The men the Subjec

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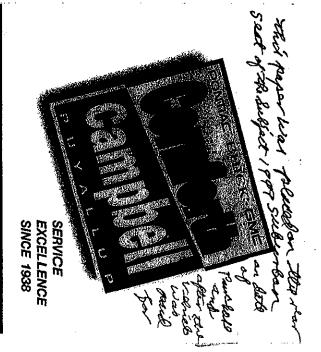
Auto Repai







Some Recommended Services May Exceed Manufacturers Requirements Prices Subject To Change • All Prices Are Plus Tax



## RECOMMENDED MAINTENANCE SCHEDULE



Agency Location

PONTIAC Fuel for the Soul

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www.cornforthcampbell.com **TOLL FREE 1-800-573-8881** PHONE (253) 845-8881

Email: service@cornforthcamobell.com

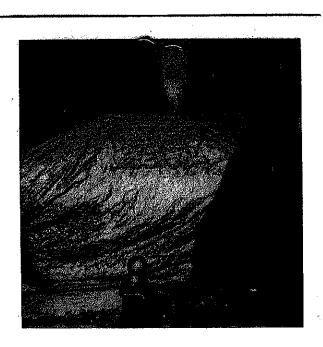


EXHIBIT # 4